

## SINGLE PAYMENT TRANSACTION TERMS AND CONDITIONS

### 1. Definitions

<b>Merchant</b>	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.
<b>Cinkciarz.pl</b>	Cinkciarz.pl Sp. z o.o. with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 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
<b>Conotoxia</b>	Conotoxia Sp. z o.o. with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 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
<b>Buyer</b>	The Merchant's customer who purchases goods or services from the Merchant and is a payer for goods or services purchased in the Store, but the Buyer may be a natural person who has full or limited legal capacity, a legal person or an organisational unit without a legal person. If the Buyer is not a natural person, it is considered that they are represented by a representative authorised to represent the Buyer under applicable law.
<b>Payment</b>	Payment made by the Buyer to the Merchant through Conotoxia in order to fulfil a liability arising as a result of a transaction between the Buyer and the Merchant, constituting a single payment transaction within the meaning of PSA
<b>GDPR</b>	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)

<b>Store</b>	Merchant's websites where the Buyer purchases goods and services offered by the Merchant or through the Merchant
<b>Service</b>	A service of accepting payments from the Buyer for the goods and services sold to the Buyer by the Merchant in the Store through Conotoxia
<b>AML Act</b>	Act of 1st March 2018 on counteracting money laundering and terrorism financing (Journal of Laws 2019, item 1115)
<b>Payment Services Act (PSA)</b>	Act of 19 August 2011 on Payment Services (Journal of Laws 2019, item 659 as amended)
<b>Payment order</b>	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 hold 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 an agreement with Conotoxia to provide the 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. The Buyer who wishes to use the Service must provide the following information:
  - 3.2.1. Name and surname,
  - 3.2.2. contact details, i.e. email address.
- 3.3. Conotoxia is authorised to request other data or information necessary to evaluate the risk of Payments, including the risk of money laundering.
- 3.4. By accepting the Terms and Conditions and providing the data indicated in point 3.2 above, the Buyer concludes an agreement with Conotoxia to provide the Service by Conotoxia to the Buyer.
- 3.5. Conotoxia provides the Service on the basis of 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 3.2.

- 3.6. 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.
- 3.7. In the case of violation of the Terms and Conditions, Conotoxia is entitled to refuse to execute the Payment.
- 3.8. Conotoxia informs the Buyer about the payment made by a message to the indicated email address.

#### **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. For this purpose, the Buyer is obliged to provide Conotoxia with the information and documents indicated by Conotoxia.
- 4.3. Conotoxia classifies the financial credibility of Buyers intending to make payments. Conotoxia may differentiate the provisions of the Service or subject the execution of the Service to certain conditions depending on the Buyer's qualification for 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. 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 and moral standards;
  - 5.1.6. not violate the privacy of others by abiding by the laws regarding the protection of personal data;
  - 5.1.7. 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 results from the provisions of the AML Act;
  - 6.1.2. a reasonable suspicion that the Payment is ordered in violation of or in order to violate the law, to bypass it or to violate the rules of fair trading;
  - 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.
- 6.2. Conotoxia notifies the Buyer of its decision to refuse the payment as soon as possible and without undue delay unless the notification is not allowed.
  - 6.3. The Service may not be used to accept Payments for goods and services which are not in compliance with applicable laws 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 - personally at CONOTOXIA's registered office or via correspondence within the meaning of Art. 3 item 21 of the Act of 23.11.2012 - Postal Law (Journal of Laws of 2016, item 1113, as amended);
  - 7.1.2. verbally - to the protocol at Conotoxia's registered office, including Cinkciarz.pl serving customers or via phone at the telephone number indicated on the website [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://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](http://www.cinkciarz.pl) and [www.conotoxia.com](http://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. 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 about the means in which the complaint is being examined, as well as at the request of the complainant, confirms the fact that the complainant has submitted a paper complaint to the complainant's address or, if the complainant chooses the form of notification of response to the complaint on another durable electronic medium, 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 the Lender (address of the Financial Ombudsman's website [www.rf.gov.pl](http://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 case of failure to execute or improper execution of the Service, Conotoxia is liable towards the Buyer on the terms specified in the PSA, while Conotoxia shall not be liable for lost profits or other indirect damages related to improper execution 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 to allow Conotoxia to provide the Service, it is necessary for the Buyer to have suitable equipment with Internet access. The Buyer incurs all costs related to the transmission of data over the Internet.

## **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. The personal data controller decides on the way of processing personal data. 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](mailto: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 Buyer has the right to lodge a complaint with the Personal Data Protection Office.
- 10.9. 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.
- 10.10. 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. Changes in the Terms and Conditions**

Conotoxia reserves the right to unilaterally amend the Terms and Conditions at any time. The current Terms and Conditions are available on conotoxia.com and cinkciarz.pl.

## **12. Final provisions**

- 12.1. 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 court of law with jurisdiction over the registered office of Conotoxia.
- 12.2. 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.



12.3. The law applicable to the Terms and Conditions shall be the Polish law.

12.4. 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.