

Terms and Conditions of the service of the acceptance of payments through Conotoxia

DEFINITIONS

- 1. Merchant** A retailer or other entity that is a payment recipient other than a consumer who has concluded a contract with Conotoxia.
- 2. Cinkciarz.pl** 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 Payment Transactions and Money Transfer 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 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 of payment service providers maintained by said authority under the following number: IP30/2015.
- 4. Buyer** 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, who is a User within the meaning of the Payment Services Terms and Conditions. The Buyer may also be an entity that has not registered in the Portal. 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.
- 5. Merchant's wallet** A payment account held by Conotoxia for the Merchant in the Portal on which Conotoxia provides the Merchant with funds received from the Buyer as a Payment.
- 6. Terms and Conditions** These Terms and Conditions.
- 7. Payment Services Terms and Conditions** Payment Services Terms and Conditions "Money Transfer" are available [here](#).
- 8. Payment** Payment made by the Buyer to the Merchant for products or services purchased in the Store.

- 9. GDPR** General Data Protection Regulation (EU) 2016/679 (“GDPR”) 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).
- 10. Store** Merchant's websites where the Buyer purchases goods and services offered by the Merchant or through the Merchant.
- 11. Contract** Framework/master agreement on the Service concluded between Conotoxia and the Merchant under these Terms and Conditions, including the Merchant's request for the provision of the Service, the provisions of the Terms and Conditions (including any attachments), the Table of Fees and Commission and any additional agreements in written form regarding the terms and conditions related to the provision of the Service between the Merchant and Conotoxia.
- 12. Service** 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 and the Service, constituting a Paid Service within the meaning of the [Web Portal Terms and Conditions](#).
- 13. AML Act** Act of 1st March 2018 on counteracting money laundering and terrorism financing (Journal of Laws 2019, item 1115).
- 14. Payment Services Act** Act of 19 August 2011 on Payment Services (Journal of Laws 2019, item 659 as amended).
- 15. Account provider** Other than Conotoxia provider operating Buyer's Account which is subject to Banking Law or PSA.

§ 1

Subject matter of the Terms and Conditions

1. All terms written in capital letters have the meaning as specified in “Definitions” (above) or (unless specified in "Definitions") in the Payment Services Terms and Conditions "Money Transfer". In matters not regulated in the Terms and Conditions, the Payment Services Terms and Conditions shall apply.
2. The subject of these Terms and Conditions is to define the terms and conditions for the provision of services to the Merchant carried out by Conotoxia with the participation of Cinkciarz.pl, acting as an agent on behalf of and for Conotoxia.
3. Activities performed under the Contract are not of a banking nature. The conclusion of the Contract is not related to the opening of a bank account within the meaning of the Civil Code.
4. Conotoxia providing payment services within the meaning of the PSA is subject to supervision by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority).
5. The Terms and Conditions are available at www.cinkciarz.pl and www.conotoxia.com in electronic form, allowing obtainment, storage and reopening in the ordinary course of activities.

§ 2

Concluding a Contract

1. The Merchant may be an entrepreneur or an entity other than a consumer who is a User within the meaning of the Payment Services Terms and Conditions "Money Transfer". The contract between Conotoxia and the Merchant is concluded electronically. For this purpose, the User who is an entrepreneur and who is applying for the status of Merchant submits an offer to Conotoxia to conclude the Contract by filling in an appropriate form (application form) on the website and sending it to Conotoxia. The agreement is concluded upon sending to the entity applying for the status of Merchant by Conotoxia an electronic confirmation of acceptance of the offer.
2. The offer of the entity applying for Merchant status binds it for 30 days from the date of sending it to Conotoxia.
3. Conotoxia may refuse to conclude the Contract for any reason and without the obligation to provide it to the entity applying for Merchant status.

§ 3

Powers of Conotoxia as an obliged institution

1. Conotoxia applies financial security measures to the Merchant as defined in the provisions of the AML Act. Conotoxia undertakes them before and after the conclusion of the Contract, in accordance with the requirements of applicable law.
2. Conotoxia may request from the entity applying for Merchant status as well as from the Merchant documents or information necessary for fulfilment of its obligations by Conotoxia under the AML Act. For this purpose, the Merchant is obliged to provide Conotoxia with the information and documents indicated by Conotoxia.

§ 4

General obligations of Conotoxia and Merchant

1. The Merchant authorises Conotoxia to accept money from the Buyer in order to transfer it to the Merchant as payment from the Buyer to the Merchant. Conotoxia undertakes to accept funds from Buyers under the authority of the Merchant and to transfer them to the Merchant.
2. In the framework of the provision of the Service, Conotoxia agrees in particular to:
 - a. provide the Merchant with technical documentation necessary for the performance of the Contract;
 - b. provide the Merchant with technical support during the implementation of the Service in the Store and during the term of the Contract;
 - c. ongoing transfer of information to the Merchant about accepted Payments;
 - d. resolve any Payment claims.
3. The Merchant agrees to:
 - a. allow all Buyers using their Store to make Payments;
 - b. provide Conotoxia with the web addresses of all their Stores and information about the goods or services sold in them which they wish to provide the Service;
 - c. accept payments for sales in the Store only for goods or services belonging to categories to which Conotoxia has agreed;

- d. not to use the Service to accept payments for sales transactions that do not comply with legal regulations or violate the rights of third parties, as well as any content that is harmful to the name of Conotoxia or Cinkciarz.pl;
- e. place on the Store's website their contact details, terms of sale and refunds, privacy policy and other information required by applicable law;
- f. maintain the highest standards of security with respect to the data processed in the Store and related to the transactions made in connection with the transactions for which the Buyer makes;
- g. during the term of the Contract and within 3 years from its termination at the request of Conotoxia and within the period indicated by it to provide information on sales, in particular, confirmation of fulfilment of the Buyer's obligations, including documentation confirming the shipment or delivery of purchased goods or services;
- h. carry out refunds to the Buyers, exclusively via Conotoxia;
- i. to inform Conotoxia of any events related to the Payments that would indicate an attempt or committing of criminal acts by the Buyer;
- j. to pay Conotoxia all Payments and related costs to which the Account Provider will be obliged to pay Conotoxia in accordance with generally applicable law, in particular amounts received by the Merchant that:
 - I. have not been ordered by the Buyer, including amounts of unauthorised Payments,
 - II. were executed against the Customer's order, if the incorrect execution of Payments occurred due to reasons for which the Merchant is responsible.

§ 5

Rules of Service provision

1. Payments are identified by a number generated by Conotoxia. With the reservation of the provisions of paragraph 8 article 12, Conotoxia recognises the Merchant's Wallet with the amount of the Payment immediately after receipt of the funds from the Buyer, not later than within 1 Business Day from their receipt.
2. From the moment of crediting the Merchant's Wallet with the payment amount, the Merchant has the right to use these funds in accordance with the Payment Services Terms and Conditions, including setting the frequency of withdrawals of accumulated funds to the Merchant's payment account with a payment service provider other than Conotoxia.
3. Conotoxia is not responsible for delays in the execution or the absence of execution of payments from the Merchant's Wallet caused by the Merchant providing incorrect or incomplete data, as well as resulting from other events beyond the control of Conotoxia.
4. In the event that Conotoxia states that the Merchant's Wallet has been credited with funds exceeding the due Payments, the Merchant is obliged to refund them to Conotoxia.

§ 6

Conotoxia's remuneration

1. For the execution of the Service, the Merchant is obliged to pay Conotoxia commission and fees in the amount specified in the Service's Table of Fees and Commission for accepting payments available at www.cinkciarz.pl and www.conotoxia.com.
2. Amounts due to Conotoxia are reduced by it from the amount of the executed Payments, i.e. funds which Conotoxia credits the Merchant's Wallet. Regardless of the deduction made, Conotoxia informs the Merchant about the full amount of the Payment and the amount of the deducted liabilities. If Conotoxia's

dues are higher than the Payments, Conotoxia may demand the Merchant to pay the amount by indicating the date and method of payment in the request.

3. To avoid any doubt, it should be noted that as a result of the Payment, the Merchant will receive for the Merchant's Wallet the sum of the value of the Payments authorised and settled, minus:
 - a. commission due to Conotoxia,
 - b. the value of accepted complaints,
 - c. other charges due or agreed in a separate agreement between the Merchant and Conotoxia.
4. If the sum of deductions referred to in paragraph 2 is higher than the sum due to the Merchant for the Payments made, the amount of debt will be deducted from the nearest Payments for the Merchant to the Wallet. In the case of debt arising and inability to settle it within 5 Business Days from the current Payments, the Merchant will be issued a request for payment.
5. By the 7th day of each calendar month Conotoxia will issue a VAT invoice to the Merchant for the amount paid for the remuneration and fees for the previous calendar month. The Merchant hereby agrees to issue and send VAT invoices in electronic form within the meaning of the Act on Value Added Tax.

§ 7

Refusal of processing Payments

1. Conotoxia may refuse to handle Payment if it does not meet the requirements specified in the Terms and Conditions or the Payment Services Terms and Conditions, as well as in situations specified in the provisions of law, including:
 - a. when the required refusal results from the provisions of the AML Act;
 - b. reasonable suspicion that the Payment is ordered in order to violate the law, to bypass it or to be inconsistent with the rules of fair trading.
2. Conotoxia notifies the Merchant about the refusal to make the Payment as soon as possible, unless the notification is inadmissible.
3. The Service cannot be used to accept Payments for goods and services, the turnover of which is not in accordance with the applicable legal regulations, as well as those which violate the rights of third parties or is harmful to the name of Conotoxia or Cinkciarz.pl.
4. The Merchant agrees not to use the Service to accept Payments that violate the provisions of these Terms and Conditions, the Payment Services Terms and Conditions, the law, to bypass the law or the rules of fair trading. The Merchant acknowledges that any violation of applicable law or reasonable suspicion of such violation may be disclosed by Conotoxia to appropriate government authorities, including law enforcement agencies. If it is determined that the Service is used to accept payments that violate these Terms and Conditions, the Payment Services Terms and Conditions, violate or reasonably suspect that the Merchant is in violation of law or fair trading rules, Conotoxia is entitled, at its own choice, to refuse to process the Payment, continue to provide the Service, block the Account, block the withdrawal of funds to and from the Merchant's Wallet and terminate the Contract with immediate effect.
5. Conotoxia is not responsible for non-execution of the Payment, cases of its withholding, blocking of funds in the Merchant's Wallet or freezing of assets, if the performance of these actions 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, the Polish Financial Supervision Authority or other bodies with appropriate powers in this respect.

§ 8

Complaint procedure

1. Complaints shall be subject to the relevant provisions of the Payment Services Terms and Conditions, with the reservation of the following provisions.
2. Complaints regarding the Service can be submitted:
 - a. 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 2017, item 1481, as amended);
 - b. 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 and www.conotoxia.com on the Contact subpage;
 - c. 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.
3. Complaints should contain at least:
 - a. the amount and date of Payment, its identifier, the Merchant's login (email) in the Service;
 - b. correspondence address, and if the Merchant applies for a reply to complaints by email - email address;
 - c. description of the factual status and the basis for lodging a complaint.
4. The Merchant is obliged to notify Conotoxia in the manner specified in paragraph 2 about:
 - a. found unauthorised, non-executed or incorrectly executed Payments. Such notification should be made immediately, but not later than within 14 working days from the date of crediting the Merchant's Wallet or from the date on which the Payment was to be made;
 - b. irregularities of an operational nature in the functioning of the Service or Service, other than those described in point a, immediately, but not later than within 14 working days from the moment when the Merchant noticed or could easily notice the irregularity.

Not notifying about the irregularities mentioned above within the time limit will result in the expiry of the Merchant's claims against Conotoxia in connection with the unreported irregularity.
5. Conotoxia may itself object to the Payment if it determines that there are grounds for a complaint by the Buyers regarding the Payment. This right expires within 13 months from the date of payment by the Buyer.
6. Conotoxia processes complaints concerning Payments made by the Buyer. In the event of a complaint being submitted to Conotoxia by the Buyer, the Merchant is obliged, within the time limits indicated by Conotoxia, to:
 - a. respond to the Buyer's complaint by presenting its position together with justification;
 - b. to submit appropriate evidence to support its position.
7. Conotoxia, when investigating the Buyer's complaints, may demand from the Merchant, in particular, to submit to Conotoxia within a specified period of time a credible confirmation of delivery to the Buyer of the goods or services being the subject of the transaction in the Store for which the Payment is made, or the reasons for non-delivery.
8. Conotoxia does not process complaints related to the incorrect performance by the Merchant of the obligation towards the Buyer related to Payment. In the event of any claims being made in connection with the Merchant's improper performance of such an obligation to Conotoxia by the Buyer, the Merchant undertakes to individually consider such claims within the time limit resulting from the provisions of law applicable to the Merchant.

9. In the event that Conotoxia accepts the Buyer's complaint, the payment will be refunded by deducting it from the Merchant's claim against Conotoxia for payment from other Payments or by paying the missing amount to the bank account of Conotoxia and within the time limit specified in the request for payment.
10. Conotoxia will inform the Merchant in writing about the complaints submitted to it by the Buyer.
11. Any financial settlements resulting from the complaint will be made in the same currency as the one in which the Payment was made.
12. In the case of:
 - a. The Merchant has been conducting business activity for less than 12 months;
 - b. In Conotoxia's opinion, cooperation with a given Merchant is characterised by a high operational or financial risk;
 - c. The Merchant will cease to conduct a significant part of its business or make an unfavourable change in the scope of its business, e.g. sell all or a significant part of its assets;
 - d. Conotoxia will receive a disproportionate number of complaints (in terms of number or value);
 - e. Conotoxia will assume a reasonable belief that the Merchant will not be able to perform its obligations under the Contract;

Conotoxia is entitled to create a Reserve and is obliged to inform the Merchant about this.

13. In order to create a Reserve, Conotoxia is entitled to withhold the transfer of Payments to the Merchant's Wallet, at its own choice: (i) until the amount of the Reserve reaches 10% of the Merchant's monthly turnover or (ii) for a maximum period of 30 days after the decision to create the Reserve is taken.
14. Alternatively, the Merchant may pay into the indicated Conotoxia account funds to secure the Buyer's claims in the amount indicated by Conotoxia.
15. Conotoxia is entitled to deduct amounts from the Reserve for any fees or remuneration due.
16. Conotoxia, acting reasonably, may at any time require an increase in the amount of the Reserve to be sufficient to cover any financial exposure or risk associated with the Merchant. Conotoxia is entitled to request from the Merchant additional or alternative security to the Reserve.
17. The funds from the Reserve will be discharged by Conotoxia and transferred to the Merchant's payment account with another provider no later than 3 months after the end of the Contract.

§ 9 **Liability**

1. In the event of improper execution of the Service, Conotoxia is liable to the Merchant for damage caused to the Merchant on general terms, within the limits of the actual damage. Conotoxia shall not be liable for lost profits or other indirect damages related to the improper execution of the Contract.
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.
3. The Merchant will release Conotoxia from the obligation to pay:
 - a. any claims for damages;
 - b. any contractual penalties, charges of a sanctioning nature,claimed from or imposed on Conotoxia by third parties, including the Buyer, in connection with the act or neglect of the Merchant, and in the event that such an exclusion is not possible, will compensate Conotoxia for the full amount of the damage suffered as a result of it.

4. The parties are not liable for damages resulting from the occurrence of the events of force majeure understood as an event which could not have been foreseen with the due diligence required in professional relations, which is external to both Conotoxia and the Merchant and which they could not oppose by acting with due diligence.

§ 10

Trademarks

1. The Merchant may use the trademarks of Conotoxia and/or Cinkciarz.pl in the forms specified in Attachment No. 1 to these Terms and Conditions solely in connection with and for the purpose of the execution of the Contract, i.e. to inform the Buyer about the cooperation with Conotoxia and the principles of payment execution. This authorisation is non-exclusive and non-transferable, granted only for the duration of the contract and can be revoked at any time and without giving reasons by Conotoxia.
2. All forms of promotional or advertising activities of the Merchant using the trademarks of Conotoxia require its written consent (under pain of invalidity).
3. Conotoxia has the right to refer to the fact of cooperation with the Merchant for informational and marketing-promotional purposes. For this purpose, Conotoxia has the right to use the logotype, trademark or other sign of the Merchant.

§ 11

Validity of the Contract

1. The Contract is concluded for an indefinite period of time.
2. Each of the Parties may terminate this Contract by giving 3 months written notice.
3. Conotoxia has the right to terminate the Contract with the Merchant without notice if:
 - a. The Merchant does not fulfil their obligations;
 - b. The payment complies with the conditions for its registration under the AML Act;
 - c. Conotoxia reasonably believes that there is a risk associated with the execution of Payments;
 - d. The Merchant violates the terms of use of Conotoxia's trademarks;
 - e. The Merchant does not provide Conotoxia with the information it is obliged to provide under the Contract;
 - f. The Merchant seriously violates the provisions of the Terms and Conditions or the law;
 - g. There is a financial debt due by the Merchant to Conotoxia and the repayment date and the deadline set in the debit note referred to below have expired;
 - h. The value of complaints accepted by Conotoxia for the benefit of the Buyer reaches the amount equal to 1% of the value of the Payments made to the Merchant's Wallet over the last 3 months.

§ 12

Technical requirements

In order to enable Conotoxia to provide the Service, it is necessary to integrate the Store with the Service in accordance with the technical standard described in the section for developers at www.cinkciarz.pl and www.conotoxia.com.

§ 13

Service security and personal data protection

Conotoxia is responsible for implementing and maintaining secure communication channels from and to the Merchant, and the data communication protocols used by Conotoxia ensure the security of payments and personal data.

§ 14 Communication

1. All communication with the Merchant is carried out electronically. The communication channel is an electronic mail (email). Conotoxia will send information about complaints, changes in the Terms and Conditions and other information about cooperation to the email address of the Merchant indicated in the Conotoxia.com or Cinkciarz.pl service.
2. If the Merchant's address or email address changes and Conotoxia is not informed of this, correspondence to the last known email address(s) shall be treated as lawfully delivered with legal effect provided that the obligations specified in these Terms and Conditions are observed.
3. The Merchant agrees to immediately inform about any change in the place of business and its legal status, as well as about other changes affecting the performance of the Contract, in the manner and on dates agreed in the Contract.

§ 15 Changes in the Terms and Conditions

1. Conotoxia reserves the right to amend the Terms and Conditions unilaterally at any time. Conotoxia will inform the Merchant of any changes to the Terms and Conditions in a written form via the Account in the Service. The amendment to the Terms and Conditions shall enter into force on the date specified in the notice of change but not earlier than 14 days after the date of posting the information on the amendment in the Service.
2. The Merchant is entitled to lodge an objection to the proposed amendments until the entry into force of the amendments to the Terms and Conditions. The objection causes the Contract to expire on the day preceding the date of entry into force of the amendments without any fees. If the Merchant does not object to the proposed amendments within this period, it shall be understood as its consent to the amendment of the Terms and Conditions.

§16 Final provisions

1. Without the prior consent of Conotoxia, the Merchant may not transfer to a third party all or part of its rights or obligations under the Contract.
2. Conotoxia and the Merchant agree to make every effort to improve the efficiency and effectiveness of the cooperation.
3. Conotoxia and the Merchant aim at reaching an amicable solution to disputes that have arisen in connection with the execution of the Contract. Any disputes arising in connection with the Contract, not resolved amicably, shall be resolved by a common court of competent jurisdiction for the headquarters of Conotoxia.
4. In the event that individual 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 shall remain in force. In such a case, the Parties shall replace the invalid or ineffective provisions with other provisions in such a way as to reflect the purpose of the Contract as fully as possible.

5. The law applicable to the Terms and Conditions shall be the Polish law.
6. In matters not regulated in the Terms and Conditions, the generally applicable provisions of the Polish law shall apply. The agreement between Conotoxia and the User is concluded in the Polish language. The language used in relations with the User is Polish or English. In case of any inconsistency between the language versions, the Polish version is binding.
7. The Contract shall not be subject to the provisions including (i) Art. 66¹ § 1 - 3 of the Civil Code; (ii) Section II and Art. 34 – 37, 40 Art. 3 i 4, Art. 45, Art. 46 Act 2 – 5, Art. 47, Art. 48, Art. 51, Art. 144 – 146 PSA. The excluded provisions are replaced by the provisions of the Terms and Conditions.
8. The attachments are an integral part of the Terms and Conditions.



Attachment No. 1

Logotypes and trademarks of Conotoxia and Cinkciarz.pl

