



# **Payment Card User Terms and Conditions.**

## § 1

1. These Terms and Conditions (hereinafter: User Terms and Conditions) constitute a contract concluded between the User of the Card and Conotoxia sp. z o.o. with its registered office in Zielona Gora, Poland, entered into the National Court Register under KRS no.: 0000498818, NIP (tax no.) 9291858406, REGON 081192479 (hereinafter: Conotoxia).
2. The definitions and terms defined in the [Terms and Conditions for issuing and using payment cards](#) (hereinafter: the Card Terms and Conditions) shall apply to the User Terms and Conditions, unless such terms are defined in the User Terms and Conditions.
3. The terms used in the User Terms and Conditions below shall have the following meanings:
  - a. User - a natural person, a legal person or an organisational unit without legal personality to whom the Holder has shared the Card based on the annex to the Regulations for Issuing and Using Payment Cards. It is understood that the User who is a legal person or an organisational unit is represented by their representative or proxy;
  - b. Card sharing - it is the moment of conclusion of the User Contract by the User;
  - c. Card Holder - a natural person acting in his/her own name or on behalf of an organisational unit or legal entity that has concluded a contract with Conotoxia for a payment card based on the Card Terms and Conditions;
  - d. AML Act - Act of 1 March 2018 on counteracting money laundering and terrorist financing;
  - e. PSA (Payment Services Act) - the Act of 19 August 2011 on payment services;
  - f. Non-personalised Card - a Card on a physical carrier on which the Card Holder's personal data have not been imprinted in a permanent manner, or a Card that is not linked to any physical carrier (virtual Card);
  - g. Personalised Card - a Card on a physical medium onto which the Card Holder's personal data have been permanently printed;
  - h. Spending Limit - the limit of funds to be used over an unspecified period of time set by the Card Holder for the User;
  - i. User Contract - the contract concluded between Conotoxia and the User, based on these Terms and Conditions.

## § 2

1. Sharing is subject to the following:
  - a. Non-personalised Cards;
  - b. Personalised Cards - only for remote transactions, i.e. via the Internet and tokenisation on the phone.

2. The Card sharing is subject to:
  - a. acceptance of the User Terms and Conditions;
  - b. registration on the Web Portal and acceptance of the Web Portal Terms and Conditions;
  - c. positive verification of the User with respect to the regulations resulting from the AML Act;
  - d. provision of the necessary personal data by the User to Conotoxia;
  - e. the User's consent for Conotoxia to make their name available to the Card Holder;
  - f. the User adding to their account on the Web Portal the Card shared with them there by the Card Holder.
3. The Card shared with the User may only be used for the following purposes:
  - a. Card shared by the Holder of an Individual Account (consumer) - exclusively for private purposes and not related to the conduct of business or professional activities - own or someone else's;
  - b. Card shared by the Holder of a Business Account (entrepreneur) - exclusively for purposes related to conducting business or professional activities.
4. The Card must not be used:
  - a. for purposes contrary to the law or aimed at circumventing the law;
  - b. in a manner contrary to good morals.
5. The User acknowledges that:
  - a. the Card Holder is obliged to:
    - i. provide the Card to the User;
    - ii. independently provide the User with:
      - the data of the Card in a secure manner, i.e. in a manner that makes it impossible for a person other than the User to become acquainted with them,
      - the information on how to connect the Card to the User's Web Portal account;
  - b. the Card Holder, for the purpose of sharing the Card, has provided Conotoxia with the User's phone number, which is used to identify the User, and the Card Holder should inform the User prior to providing the User's phone number.
6. User data will be subject to verification based on the provisions of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (hereinafter AML Act).
7. The User will have the following powers in relation to the use of the Card:
  - a. viewing:
    - i. the remaining Spending Limit,
    - ii. Transaction Limits,
    - iii. Payment options,
    - iv. Card details, including PIN number, card number,

- v. the Card Holder's name and surname/company name;
- b. to execute Card Transactions in accordance with the granted payment options, Transaction Limits and Spending Limits, while taking into account the available balance on the Card Holder's account;
- c. blocking and unblocking the Card;
- d. checking, assigning or changing the Card PIN number;
- e. lodging a complaint.

8. For Users who do not have full legal capacity, i.e.:

- minors over the age of 13 whose legal guardian is the Card Holder;
- partially incapacitated persons whose legal guardian is the Card Holder.

The User acknowledges that the Card Holder has consented to the conclusion of the User Contract as well as to the execution by the User of Card Transactions within the limits available to the User. The Card Holder is also obliged to acquaint the User, in a manner understandable to them, with the rules of processing the User's personal data available on the Privacy Policy tab on the Conotoxia.com website and, if necessary, explain them to the User.

9. The User acknowledges that the use of the Card gives the User the possibility to act at the expense of the Card Holder's funds. In the event that the Card Holder is a merchant, the User shall at all times act on behalf of the Card Holder.

10. All costs associated with the User's use of the Card shall be borne by the Card Holder.

### § 3

1. The main channels for the distribution of information between Conotoxia and the User are email and text message notification.
2. The use of the Card by the User may require, in cases provided for by law, specific authentication procedures, including strong authentication of the User.
3. The PIN may be changed at any time by both the Card Holder and the User.
4. Transaction Limits and Spending Limits are set by the Card Holder. The Card Holder has an overview of the transactions performed with the Card by the User.
5. The user may only use the card for lawful purposes and in accordance with the User Terms And Condition.
6. The Card enables the User to make Card Payment Transactions.
7. The Card Payment Transaction is made using Available Funds. In order to execute a Card Payment Transaction, the Account must be topped-up.
8. The execution of a transaction by the User may result in the execution of a Card Currency

Exchange Transaction.

9. Authorisation of a Transaction by the User may be carried out in one of the following ways:
  - a. placing the Card in the device used to carry out a Card Payment Transaction and signing the transaction receipt if required;
  - b. placing the Card in the device used to carry out a Card Payment Transaction and entering the PIN in the case of Card Payment Transactions in physical form if required;
  - c. placing the Card equipped with a contactless function close to the reader in the case of a Contactless Transaction and entering the PIN code if required;
  - d. entering the required Card details.

In the case of online transactions, it may be necessary to additionally authenticate the transaction by confirming it in the Web Portal or Mobile app or by entering an additional Security Code.

10. Recurring Transactions may only be authorised on the first Payment Transaction.
11. When using the Card, it may be used at points marked with the logo of the Payment Organisation through which the Card was issued.
12. Conotoxia executes a Cash Transaction only based on a Payment Order initiated with the Card by the User. Conotoxia performs Cashless Transactions initiated with the Card by or through the Merchant or with the consent of the User.
13. The User is obliged to verify the correctness of the data provided prior to the Authorisation.
14. Cancellation of a Payment Order initiated by the User with a Card is possible until it is received by Conotoxia. Cancellation of a Payment Order initiated by the Card by or through the Merchant or with the consent of the Card Holder or User is not possible after the Payment Order or the above consent has been communicated to the Merchant/Recipient. The Card Holder or User may revoke consent to make subsequent Payment Transactions by Card.
15. Card Payment Transactions shall be debited to the Card Holder Accounts on the date they are made.
16. Card Payment Transactions deduct the Spending Limit, if any.
17. Fees and commissions associated with a Transaction do not reduce the Spending Limit.
18. Conotoxia shall apply the financial security measures set out in the provisions of the AML Act to the Card Holder and the User. Conotoxia may request additional documents or information necessary for Conotoxia to comply with its obligations under the anti-money laundering and counter-terrorist financing regulations. Conotoxia may make the request referred to in the preceding sentence also after receipt of the Payment Order.

## § 4

1. Conotoxia shall refuse to execute a Card Payment Transaction if the transaction does not comply with the requirements set out in the User Terms and Conditions, as well as in situations defined by law, including in the following cases:
  - a. when the Card Payment Transaction would be in breach of the Contract;
  - b. when there are legitimate reasons related to the security of the use of the Card, including the suspicion of unauthorised use of the Card;
  - c. when there are irregularities in the content of the Payment Order, including deficiencies, making its execution impossible;
  - d. when the required PIN code is given incorrectly;
  - e. in the case of Remote Transactions, if the Card details or Security Code were provided incorrectly;
  - f. when the Card is blocked, restricted, inactive or invalid;
  - g. when the Available Funds on the Card Holder's Accounts are insufficient to fully settle the ordered Card Payment Transaction and all fees and commissions payable in relation thereto;
  - h. when the execution of a Card Payment Transaction would result in exceeding the Transaction Limits or the Spending Limit;
  - i. when the obligation to refuse arises from the provisions of the AML Act or other generally applicable law;
  - j. where there is a reasonable suspicion that a Card Payment Transaction is ordered in order to violate the law, circumvent the law or is inconsistent with the rules of fair trading.
2. Conotoxia may temporarily restrict the User's access to the Account, in particular to the ability to make Transactions, if required to ensure the security of the Card Holder's funds and in the case of the performance of obligations under the AML Act.
3. The Cards may not be used to pay for goods and services which are not traded in accordance with applicable laws, or which violate the rights of third parties. Payment Transactions may not be ordered with the aim of violating or circumventing the law or the rules of fair trading.
4. The User acknowledges that any violation of applicable laws or a reasonable suspicion of such a violation may be disclosed by Conotoxia to the relevant state authorities, including law enforcement authorities. In the event that the User is found to be in breach or reasonably suspected to be in breach of the law or the rules of fair dealing in the use of the Services, Conotoxia shall be entitled to refuse further execution of Card Payment Transactions, block the Accounts or restrict the Cards and terminate the contracts between the User and Conotoxia with immediate effect.
5. In the event that it is discovered after the conclusion of the User Contract that the User in question is an operator of illegal gambling over the Internet, Conotoxia is entitled to terminate this Contract with immediate effect.
6. Conotoxia shall not be liable for non-execution of Card Payment Transactions, cases

of stopping a Card Payment Transaction, blocking or restricting Cards, blocking of Accounts or freezing of assets, if the execution of these actions was performed in order to implement the provisions of the AML Act or to comply with a decision of the General Inspector of Financial Information or another public administration authority, a court ruling or a prosecutor's decision.

## § 5

1. The User is obliged to:
  - a. use the Card in accordance with the provisions of the User Terms and Conditions and the law;
  - b. keep the PIN code confidential, not to disclose it to anyone, not to store the PIN code together with the Card and to adequately protect the PIN code against loss or disclosure;
  - c. store the Card, the CVV2 Code with due diligence and not make it and other Card data available to third parties for any purpose other than the execution of a Card Payment Transaction;
  - d. not disclose the Security Code,
  - e. promptly report - both to Conotoxia and to the Card Holder:
    - i. noticed inaccuracies of Card Payment Transactions,
    - ii. the loss, theft, misappropriation, misuse or sharing of the Mobile App password, one-time password or other personalised security data such as e.g. biometric data or, CVV2 code, or a reasonable suspicion thereof,
    - iii. the loss, theft or misappropriation of the phone or other mobile device on which the Mobile App is installed.
2. The notifications referred to above shall be made by the User to Conotoxia:
  - a. in electronic form:
    - in the form of a message sent to the email address indicated at [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) under the „Contact” tab,
    - through the User's message addressed to Conotoxia in the Web Portal;
  - b. by telephone - by calling the phone number indicated on the website [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) in the „Contact” tab.
3. If the User installs the Mobile App for use on a mobile phone or other device, the User must keep the phone or other device on which the App is installed and the personalised security data or PIN code safe at all times, and the phone or other device must have the lock function enabled.
4. In the situation described in paragraph 1(e) above, the User shall block the Card and immediately provide the Card Holder with all information about the circumstances of the blocking.
5. The User shall be liable to the Card Holder and Conotoxia for their own culpable (however

unintentional) acts and omissions leading to damage.

## **§ 6**

1. Conotoxia may contact the User to confirm the User's execution of a Card Payment Transaction.
2. The Card may be blocked in the following cases:
  - a. at the request of the Card Holder or the User,
  - b. by Conotoxia in the event of:
    - i. suspected unauthorised use of the Card, including suspected access to the Card by unauthorised persons,
    - ii. a threat to the security of the Services,
    - iii. if the Card Holder or User, when concluding a contract for payment services or related services with Conotoxia, provides data or information that is untrue or inconsistent with the facts, and in particular if the User or Card Holder uses documents that are untrue, forged or counterfeit or invalid,
    - iv. specified by law, other than in points i-iii above.
3. In the case of blocking of the Card by Conotoxia, it will notify the Card Holder and the User without delay of the change made regarding the blocking and the reason for the blocking, unless such information is unjustified for security reasons or prohibited for legal reasons.
4. In the case of blocking of the Card by the Card Holder or User, Conotoxia will unblock the Card in question at the request of these persons.
5. The Card Holder or User may block the Card in the following ways:
  - a. by telephone,
  - b. on the Web Portal found at [cconotoxia.com](http://cconotoxia.com) or [cinkciarz.pl](http://cinkciarz.pl),
  - c. via the Mobile App.

## **§ 7**

1. Conotoxia shall have the right to terminate the User Contract for valid reasons with two months' notice. Valid reasons include:
  - a. a significant breach by the Card Holder or User of the rules resulting from the contracts concluded between them and Conotoxia (the Card Terms and Conditions or the User Terms and Conditions, respectively, as well as the Web Portal Terms and Conditions);
  - b. a change in the law or its interpretation, making it impossible to continue the User Contract in the current wording;



- c. Conotoxia losing its authorisation to provide the payment service in question;
  - d. discontinuation by Conotoxia of the provision of a given service for reasons other than those referred to in letter c.
2. Conotoxia may terminate the Contract to the User in writing by delivering it to the mailing address or in documentary form to the email address indicated by the User on the Web Portal found at [cinkciarz.pl](http://cinkciarz.pl) or [conotoxia.com](http://conotoxia.com).
3. The User shall have the right to terminate the User Contract at any time with immediate effect, in the same form as for filing a complaint as indicated in § 9 section 2.
4. The Card Holder may disable the sharing of the Card with the User at any time.
5. The User Contract shall be terminated in the following cases:
  - a. termination of the User Contract - at the end of the notice period;
  - b. termination, for any reason, of the Contract - on the same date as the date of termination of the Contract;
  - c. revocation by the Card Holder of the sharing of the Card with the User;
  - d. restriction by the Card Holder of the Card shared with the User;
  - e. change of the phone number of the User, specified on the Web Portal;
  - f. withdrawal of the User's consent for the transfer of the User's personal data to the Card Holder;
  - g. Loss of legal capacity by the User;
  - h. defined by law.
6. The User may withdraw from the User Contract within 14 days from the date of conclusion of the contract. A model withdrawal form is set out in Attachment No. 1 to the User Terms and Conditions.
7. Dissolution or termination of the User Contract by Conotoxia, the User or the Card Holder, or withdrawal from that contract by the User, shall result in the User's inability to use the Card subject to the contract.
8. In the case of termination of the User Contract or withdrawal from the Contract, the User is obliged to:
  - a. to immediately cease using the Card;
  - b. to cancel all subscriptions that may be charged to the Card;
  - c. to return the Card to the Card Holder - in the case of a Card having a physical form.

## § 8

1. Conotoxia reserves the right to unilaterally amend the User Terms and Conditions for valid reasons, i.e. in the event of the occurrence of one or more of the following circumstances:
  - a. the introduction or amendment of generally applicable laws and regulations relating to Conotoxia's activities relating to the User Terms and Conditions, which

- impose an obligation on Conotoxia to amend such User Terms and Conditions;
  - b. a change in the manner or form of the provision of services to the Card Holder or User, respectively under the Contract or the User Terms and Conditions, in connection with changes concerning Conotoxia's IT system, the implementation by Conotoxia of a new technical or technological solution - as long as this ensures the due performance of Conotoxia's obligations towards the User and does not violate the User's interest;
  - c. in order to comply with decisions, provisions and orders or recommendations issued by the financial supervisory authorities or other competent public administration bodies, as well as court rulings, which impose an obligation on Conotoxia to amend the User Terms and Conditions;
  - d. changes to the provisions of the agreements binding Conotoxia with external entities, affecting the User Terms and Conditions, with the exception of price parameters, and provided that the changes to the User Terms and Conditions do not infringe the interest of the User.
2. Conotoxia shall inform the User of any changes to the Terms and Conditions no later than 2 months prior to their effective date.
  3. When communicating changes to the User Terms and Conditions, Conotoxia shall indicate to the User that the User's lack of objection to the changes made shall be understood as consent to them and that:
    - a. The User has the right, prior to the effective date of the changes, to terminate the User Contract with immediate effect without any charges;
    - b. in the case where the User objects but does not terminate the contract referred to in a. above, the contract shall terminate on the day before the effective date of the changes, which shall not cause the User to incur any fees.
  4. Conotoxia may change the trade names of the payment services provided under the User Terms and Conditions. A change of the trade name of a payment service does not constitute an amendment to the User Terms and Conditions. Conotoxia shall inform the User about the change of the trade name of the payment service in a message published on the Web Portal found at [cinkciarz.pl](http://cinkciarz.pl) and [conotoxia.com](http://conotoxia.com).

## § 9

1. The User has the right to lodge a complaint.
2. A complaint may be submitted in the following form:
  - a. in writing - by correspondence using postal mail within the meaning of Article 3 item 21 of the Act of 23.11.2012. - Postal Law (i.e. Journal of Laws of 2017, item 1481 as amended);
  - b. verbally - by telephone at the phone number indicated at [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) in the „Contact” tab;

c. electronic - 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) in the „Contact” tab, or through the User’s message addressed to Conotoxia in the Web Portal.

3. The complaint should include at least:

a. the following details of the User:

i. name and surname,

ii. contact address (not required if the User requests that the complaint be answered by email),

iii. email address - if the User requests that the complaint be answered by email;

b. content of the objections against the activities of Conotoxia.

4. In the event of a complaint relating to a specific Card Transaction, the complaint shall include, to the extent possible:

a. the amount of the Card Payment Transaction;

b. the first six and last four digits of the Card number (for your security, please do not provide the full Card number);

c. the date on which the Card Payment Transaction order was created;

d. the Card Payment Transaction ID (available in the Card Holder’s panel on the Web Portal);

e. User’s login on the Web Portal found at [cinkciarz.pl](http://cinkciarz.pl) or [conotoxia.com](http://conotoxia.com).

5. In order to investigate a complaint, Conotoxia may request additional information and documents from the customer.

6. Conotoxia examines submitted complaints without undue delay, no longer than 15 (fifteen) days from the moment the complaint is received. It is sufficient to send a reply before the expiry of the time limit. 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. Conotoxia shall notify the complainant of the manner in which the complaint has been resolved and, at the complainant’s request, shall confirm the fact of the complaint in paper form to the complainant’s address or, if the complainant chooses to notify the response to the complaint on another durable medium by email, to the email address provided. Conotoxia shall also notify the Card Holder of the outcome of the processing of the User’s complaint at the Card Holder’s email address.

8. 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>.

## § 10

The controller of the User's data is Conotoxia. The User's personal data is processed for purposes related to the provision and operation of the Card. The User has the right to access the data, rectify them, obtain a processing restriction and request for them to be forgotten. Full information on the processing of personal data is available in the [Privacy Policy](#).

## § 11

1. The User Contract is concluded in Polish or English - according to the customer's choice - although in case of discrepancies between the language versions, the Polish version is binding. The language used in relations with the User shall be Polish or English, according to the User's choice.
2. If the User uses the Card of a Card Holder that is a business, the User is deemed not to be a consumer in the relationship arising from the User. In such a case, those provisions of the Payment Services Act that are contractually excluded in the relationship with a non-consumer user shall not apply to the User in their entirety. In matters not regulated in the User Terms and Conditions, the other provisions of the law shall apply, except those excluded in accordance with this paragraph and other provisions of the User Terms and Conditions. In the case of Users who are not consumers, the deadline for reporting the identified unauthorised, non-executed or improperly executed Card Payment Transactions, on pain of expiry of claims in respect of such Card Payment Transactions, is 14 days from the date of receipt by Conotoxia of the Payment Order.
3. The law applicable to the User Terms and Conditions, including the law constituting the basis for Conotoxia's relations with the User, shall be the Polish law.
4. Conotoxia, the Card Holder and the User will seek to resolve amicably any disputes that arise in connection with the application of the User Terms and Conditions or the performance of the contract based on them.
5. In the case where the User is a consumer in the relationship based on the User Terms and Conditions, any disputes arising out of the User's claims in connection with that relationship shall be submitted to the common courts having territorial and material jurisdiction over the User's place of residence, and, in the case where a particular claim is filed against Conotoxia, also to the courts having territorial and material

jurisdiction over Conotoxia's registered office. If the User is not a consumer in relation to a contract based on the User Terms and Conditions, any disputes arising from the User's claims shall be submitted to the territorial and material common courts having jurisdiction over Conotoxia's registered office.

Attachment No. 1

Withdrawal from to contract template

Name and surname:

Address:

Conotoxia sp. z o.o.  
ul. Sienkiewicza 9,  
65-001, Zielona Gora,  
Poland

Statement from the natural person on withdrawal from the Contract

I, myself, the undersigned ....., residing in:  
.....(address and place of residence)  
with a PESEL number or passport number:.....(PESEL/passport no.).

I hereby declare that I withdraw from the User Contract (contract for using a payment card) concluded on ....., between me and Conotoxia sp. z o.o, with its registered office in Zielona Gora, Poland.

.....

(Signature)