



# Multi-currency Cards.

Terms and Conditions for Issuing  
and Using Payments Cards

# Terms and Conditions for Issuing and Using Payments Cards

## Definitions

1. Merchant	a business that accepts payment made with the Card for services or products offered.
2. Mobile app	the app provided by Cinkciarz.pl, installed on a mobile device enabling the Card Holder to view the execution of the Payment Card Transaction and Card details.
3. Authorisation	Card Holder's consent to execute the Payment Card Transaction.
4. ATM	a device enabling, among others, cash withdrawals made using the Card.
5. 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 with share capital in the amount of PLN 23,263,500 (twenty-three million, two hundred sixty-three thousand, five hundred zloty), email address: kontakt@cinkciarz.pl, acting in the scope of the providing the Services, including the services of issuing Cards and executing Payment Transactions as an agent of Conotoxia, for and on behalf of Conotoxia.
6. 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,

	with share capital in the amount of PLN 3,300,000 (three million, three hundred thousand zloty), 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.
7. Balance	balance of funds available in the Account.
8. Available funds	the balance reduced by the funds blocked due to the placed Payment Orders.
9. Card	a payment instrument in physical or virtual form, issued by Conotoxia as the issuer, identifying its issuer and Card Holder. The card is issued and supported as part of the provision of the services „issuance of a payment card” and „Debit card support” within the meaning of the glossary.
10. CVV2 code	the code placed on the Card used to authorise Online Transactions.
11. 3D-Secure code	a one-time code used for authorising Online Transactions, sent to the Card Holder as a text message to the mobile phone number indicated by the Card Holder.
12. Transaction limits	the amount limits set for a given Card, up to which Conotoxia authorises the execution of a Payment Transaction, specified for a given Payment Card Transaction type: Cashless transactions limit, Cash transactions limit and Online transactions limit.
13. Cashless transactions limit	store payment limit, maximum amount of Cashless and Cashback Transactions
14. Cash transactions limit	cash withdrawal limit, maximum amount of Cash Transactions.
15. Online transactions limit	Internet transactions limit, maximum amount of Online Transactions.
16. Payment Organisation	international payment organisation - Visa, in cooperation with which cards are issued.

17. PIN	the confidential, numerical identification code assigned to the Card.
18. Card Holder	a person with whom Conotoxia has concluded a contract to issue and use the Card, carrying out a Payment Card Transaction in his/her name and on his/her behalf.
19. Text message notification	the service providing messages concerning the Account and the Cards by means of text messages.
20. Account	an account within the meaning of the Payment Services Terms and Conditions „Money Transfer” maintained by Conotoxia for the Card Holder, in one of the currencies indicated <a href="#">herein</a> , enabling Card Payment Transactions. In case of concluding a contract for issuing a card to the Account within the meaning of these Payment Cards Terms and Conditions, the provisions of § 3.7 of the Payment Services Terms and Conditions „Money Transfer” shall not apply.
21. Payment Cards Terms and Conditions	The Terms and Conditions for issuing and using Payment Cards.
22. 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).
23. Table of Fees and Commission	a table, constituting part of the Payment Cards Terms and Conditions, detailing the fees charged by Conotoxia for services provided to the Card Holder or other activities indicated, inter alia, in these Payment Cards Terms and Conditions.
24. Point of Sale (POS) terminal	an electronic device enabling Card Payment Transactions.
25. Cashless transaction	payment for goods or services using the Card at points marked with the signs of the Payment Organisation, including a cross-

	border payment transaction using a cashless debit card.
26. Cash transaction	cash withdrawal using the Card at points marked with the marks of the Payment Organisation, including a cross-border payment transaction using a debit card for cash payments.
27. Online transaction	a type of cashless transaction, carried out without the physical use of the card, using the card data, mainly via the Internet. Online transaction is also possible if the data are provided over the phone or by post.
28. Payment Card Transaction	a cashless transaction or a cash transaction executed with a Card, pursuant to these Terms and Conditions and the Payment Services Terms and Conditions „Money Transfer”, which is a specific type of Payment Transaction referred to in the Payment Services Terms and Conditions „Money Transfer”.
29. Cashback transaction	a transaction consisting of a cash withdrawal while carrying out a Cashless Transaction
30. Recurring transaction	a cyclical transaction where the first transaction is authorised by the Card Holder and the subsequent transactions do not require separate authorisation (for example, subscription fees).
31. Currency Exchange Card Transaction	an additional service to the execution of a Payment Card Transaction ordered by the Card Holder involving the exchange of currencies available on the Accounts, in accordance with the procedure described in paragraph 5.
32. Contactless transaction	a cashless transaction or a Cash Transaction performed with a Card that has a proximity function enabling payment by bringing the Card close to a contactless reader.
33. Contract	main agreement between Conotoxia and the Card Holder regulating the issue of the Card by Conotoxia and its use by the Card Holder concluded on the basis of these Payment Cards Terms and Conditions.
34. AML Act	Act of 1st March 2018 on counteracting

	money laundering and terrorism financing (Journal of Laws 2019, item 1115).
35. Payment Services Act	Act of 19 August 2011 on Payment Services (Journal of Laws 2017, article 2003 as amended).
36. Card Currency	the main currency of the Account, the currency used in the country in which the Card is issued and in which the Transaction Limits are set.
37. Transaction Currency	currency in which the Payment Card Transaction is executed.
38. List of Representative Services	regulation of the Minister of Development and Finance of 14 July 2017 on the list of represented services related to the payment account.

## § 1

### Introduction

1. All terms written in capital letters have the meaning as specified in “Definitions” (above) or in the Payment Services Terms and Conditions „Money Transfer”, unless otherwise specified in these Payment Cards Terms and Conditions.
2. The subject of these Payment Cards Terms and Conditions is to determine the rules of issuing Cards to the Card Holders, the rules of execution of Payment Card Transactions and related Currency Exchange Card Transactions offered on the Cinkciarz.pl or Conotoxia.com web portal by Conotoxia with the participation of Cinkciarz.pl, acting as an agent - in the name and on behalf of Conotoxia. The execution of the Payment Card Transactions services and the related Currency Exchange Card Transactions constitute Payable Services within the meaning of the Web Portal Terms and Conditions.
3. The Cards constitute the property of Conotoxia.

## § 2

### Terms governing the conclusion of the Contract

1. The Contract is concluded between Conotoxia and the Card Holder when the following conditions are jointly met:
  - a. completion of the registration process at Conotoxia.com Web Portal for the Card Holder,
  - b. submission of the card application on the Conotoxia.com Web Portal (in the form of filling in an online form),
  - c. the Card Holder's acceptance of the Payment Cards Terms and Conditions and the Payment Services Terms and Conditions „Money Transfer”,
  - d. positive verification of the Card Holder's identity in accordance with the requirements set out in the AML Act,
  - e. acceptance of the Card Holder's application by Conotoxia. Conotoxia has the right to reject the Card Holder's application at its discretion.
2. The Contact is concluded for an indefinite period.
3. During the duration of the Contract, the Card Holder has the right at any time to demand that the provisions of the Contract and the information referred to in Article 27 of the Payment Services Act be made available to them in paper form or on another durable information carrier. With the Card Holder's consent, this information may be delivered by email.
4. The primary means of distributing information between Conotoxia and the Card Holder are email and text message notification, as well as messages on the Conotoxia.com Web Portal and the Mobile app. In situations requiring telephone contact, the Card Holder can contact Conotoxia by Customer Care Department during working hours stated on the Conotoxia.com. The description of technical requirements concerning the Card Holder's hardware and software in order to use the Portal, including those for enabling communication between the Card Holder and Conotoxia or for the Card Holder's requests under these Terms and Conditions and legal regulations is contained in the Web Portal Terms and Conditions.
5. The Card Holder acknowledges that the use of the Conotoxia.com Web Portal providing access to the Services and the use of these Services, in particular, the placing of Payment Orders, may require the use of specific authentication procedures, including strong authentication of the Card Holder, in cases provided for by law.

## § 3

### Issuance of the Card

1. Upon conclusion of the Contract, Conotoxia issues the Card to the Card Holder, who has applied for it during the process of concluding the Contract, and who has chosen the Card from among the Cards currently offered by Conotoxia. The list of currently offered Cards can be found on Conotoxia.com.
2. The Card is issued for the Card Holder.
3. The Card can be issued in physical (plastic) or virtual form depending on the application. The Card Holder may have more than one physical and virtual Card.
4. The Card in a physical form is sent to the Card Holder by post, to the address indicated in the Card application form.
5. The Card in a virtual form is made available in the Conotoxia's Portal, the virtual Card made available is active.
6. The physical Card received is inactive. In order to be able to use the Card, the Card Holder must activate the Card in the manner specified in the materials received with the Card or in the Portal.
7. The Card is issued for a fixed period of time. The expiry date of a Physical Card is indicated on its obverse, the expiry date of a Virtual Card is made available on the Conotoxia.com Portal and in the Mobile app. The Card may be used until the last day of the month of its validity. At least 15 days before the expiry date of the Card, Conotoxia sends the Card Holder a renewed Card to replace the Card whose expiry date will pass. The reissued Card is inactive and must be activated in order to be able to execute Payment Transactions with it.
8. Virtual cards are not reissuable. After the expiry date of a virtual card, the Card Holder may apply for a new card in the Portal or Mobile app.
9. Conotoxia reserves the right to reissue the Card with a new number if the existing card type is no longer on offer.
10. The Card Holder may also object to the reissue of the Card by contacting the Customer Care Department, and in such a situation the Contract with regard to the Card will terminate on the expiry of that period without any costs on the part of the Card Holder.
11. The Card shall be reissued in accordance with paragraph 7 on condition that:
  - a. The Card has been activated until it reissues, and
  - b. The Card has not been restricted until it is reissued and
  - c. The Card is not locked at the time of reissue and
  - d. The Card Holder has not waived the reissue of the Card; and
  - e. at least one Payment Transaction has been executed during the 6 months before



the reissue of the Card.

12. If the Card is not received, the Card Holder should report the absence of the Card to Conotoxia by contacting the Customer Care Department.
13. Before executing the first Contactless Transaction, it is necessary to execute at least one correctly authorized Payment Card Transaction executed by placing the Card at a POS Terminal or ATM.

## **§ 4**

### **Conditions governing the use of the Card**

1. The Card may only be used by the person for whom it was issued.
2. A PIN code is assigned to each Card. The PIN is assigned and may be changed by the Card Holder in the Conotoxia.com Portal and the Mobile app.
3. The Card may only be used by the Card Holder for lawful purposes.
4. The Card Holder is obliged to keep funds in their Account in order to finance the Payment Card Transactions and the fees and commissions due. Insufficient funds on the Account entitles Conotoxia to refuse to execute an ordered Payment Card Transaction. In case of lack of sufficient funds on the Account to settle the Payment Card Transaction and the related fees and commissions, on the Card Holder's Accounts in accordance with the rules specified in § 5 point 8 of the Terms and Conditions, a blockage will be imposed and Conotoxia will be entitled to claim from the Card Holder to transfer the funds required to cover the blocked amount. In such a case Conotoxia will inform the Card Holder of this fact, setting a deadline for covering the missing amount. Conotoxia may charge statutory interest for late payment from the date on which the negative balance arose if the Card Holder does not provide funds to cover the missing amount within the specified deadline.
5. Maximum transaction limits are set for each Card up to which transactions are accepted.
6. Default Transaction Limits are set on the Conotoxia.com Portal.
7. Transaction Limits may be changed by the Card Holder through the Conotoxia.com Portal, in the Mobile app and by contacting the Customer Care Department.

## **§ 5**

### **Payment Card Transaction execution and settlement rules**

1. The Card enables execution of Payment Card Transactions.
2. The Payment Card Transaction is made by debiting Available Funds. In order to execute a Payment Card Transaction, the Account must be topped up.

3. In order to execute Payment Card Transactions, it is necessary to use the Card or data from the Card in the manner specified in the Payment Cards Terms and Conditions and Authorisation.
4. When executing a Payment Card Transaction using its physical form, the Card Holder is obliged to present a document confirming his/her identity at the Merchant's request.
5. Authorisation may be carried out in one of the following ways:
  - a. placing the Card in the device used to execute a Payment Card Transaction and signing the proof of transaction execution if required,
  - b. placing the Card in a device used to execute a Payment Card Transaction and entering the PIN code in case of Payment Card Transactions in physical form if required,
  - c. placing the Card equipped with a proximity function close to the reader in the case of a Contactless Transaction and to enter the PIN if required,
  - d. providing the required data concerning the Card, including the name of the Card Holder, the Card number, its expiry date, the CVC2/CVV2 code and, if required, the 3D-Secure code.
6. Recurring Transactions may be authorised only during the first Payment Transaction.
7. When the Card is used in physical form, it may be used at the points marked with the logo of the Payment Organisation shown on the Card.
8. Payment transactions involving currency exchange are handled according to the following rules:
  - 8.1. If a Payment Transaction is executed in a currency supported by Conotoxia as part of Accounts maintained for the Card Holder, a given Payment Card Transaction shall be debited to the balance of the Account in the same currency.
  - 8.2. If there are not enough funds on the Account maintained in the Transaction Currency, all funds to cover the Transaction shall be collected from another Account, on which the funds to cover the entire amount of the Transaction and related fees are located. Each operation of exchanging funds from another Account for an Account maintained in the Transaction Currency shall constitute a Currency Exchange Card Transaction. The order of selection of the Account from which funds are collected to cover the Transaction amount is as follows:
    - 8.8.1. Account in the Card Currency,
    - 8.8.2. The Account with the greatest amount of funds available.
  - 8.3. The Account with the greatest amount of available funds shall be indicated by converting the available funds on individual accounts into the currency in which the transaction is settled at the exchange rates prevailing at the time of the transaction.
  - 8.4. When executing a Payment Card Transaction in a currency for which Conotoxia does not maintain an Account, the Transaction is debited to the Account maintained in the Card Currency. The amount of the Transaction is converted from the Currency

of the transaction to the Card Currency at the Visa rate on the day of settlement of the transaction by Visa. If there are insufficient funds on the Account maintained in the Card Currency, all funds to cover the transaction are collected from the Account with the most funds available, on which there are funds to cover the entire amount of the transaction and fees related to it. Each exchange of funds from an Account other than an Account maintained in the Card Currency constitutes a Currency Exchange Card Transaction.

9. If there are insufficient funds on the Account used for settlement of the Payment Card Transaction in accordance with the terms described in §5 section 8, by executing a Payment Card Transaction, the Card Holder consents to Conotoxia performing a Currency Exchange Card Transaction to cover the balance of the Payment Card Transaction in the relevant Account (i.e. to cover the negative balance of a given Account with the Card Holder's funds available in another currency deposited for the purpose of executing Payment Card Transactions). The Card Holder cannot cancel such a Currency Exchange Card Transaction. The Currency Exchange Card Transaction is an irreversible operation, if the Payment Card Transaction is not settled or is settled in an amount lower than that resulting from the Currency Exchange Card Transaction authenticated at the Card Authorisation stage, the unused amount on the Currency Exchange Card Transaction shall be credited to the Account used to settle the Payment Card Transaction that initiated the given Currency Exchange Card Transaction. A Currency Exchange Card Transaction is executed at the exchange rate published on Conotoxia.com at the time of execution of the given Currency Exchange Card Transaction.
10. The Card Holder may order Payment Card Transactions in an amount not exceeding, together with the fees due, the amount of Available Funds and not exceeding the Transaction Limits applicable to particular types of Payment Card Transactions.
11. Conotoxia executes a Cash Transaction exclusively on the basis of a Payment Order initiated by the Card Holder. Conotoxia executes Cashless Transactions initiated with the Card by or through the Merchant or with the Card Holder's consent.
12. The Card Holder is obliged to verify the correctness of the data provided in accordance with § 5.5(d) before making the Authorisation.
13. Cancellation of a Payment Order initiated by the Card Holder is possible until it is received by Conotoxia. It is not possible to revoke a Payment Order initiated with a Card by or through a Merchant or with the Card Holder's consent once the Payment Order or the above consent has been given to the Recipient/Merchant. The Card Holder may revoke the consent to make subsequent Payment Card Transactions.
14. Payment Card Transactions are debited to the Card Holder's Accounts on the date of their execution. The Card Holder's Accounts shall be debited at the latest on the next Business Day after Conotoxia receives the settlement of the Payment Card Transaction from the Payment Organisation. Conotoxia may establish a blockade of funds on the Accounts in the amount resulting from unsettled Payment Card Transactions.
15. Upon receipt by Conotoxia of an authorisation request from the Payment Organisation, Conotoxia may block funds on the Account necessary to settle the Payment Card

Transaction and the fees and commissions associated with it for a period not longer than 10 days. The blockade is imposed in accordance with the rules specified in § 5.7 of the Payment Cards Terms and Conditions.

16. Conotoxia applies the financial security measures set out in the AML Act regarding the Card Holders. Conotoxia may request additional documents or information necessary for Conotoxia to fulfil its obligations under the anti-money laundering and anti-terrorist financing legislation. Conotoxia may also make the request referred to in the preceding sentence after receiving the Payment Order.

## **§ 6**

### **Informational duties**

1. Prior to concluding the Contract, the Card Holder receives from Conotoxia, in the form of the Payment Cards Terms and Conditions, a set of information specified in the Payment Services Act in one of the following forms:
  - a. on a durable medium to Card Holder's email address indicated in the registration process. In such a case, a non-responsive email message containing the information required by the Payment Services Act is sent to Card Holder before concluding the Contract. Once the email has been received by User, it is understood that the Card Holder has become familiar with the conditions expressed in the attachment.
  - b. by traditional mail, to the address of residence indicated in the registration process. In such a case, User is notified by traditional mail within 3 Business Days, sent together with an attachment containing information required by the Payment services Act. Once the email has been received by User, it is understood that Card Holder has become familiar with the conditions expressed in the attachment.
2. During the term of validity of the Contract, Conotoxia provides the Card Holder with information about Payment Card Transactions. The information is made available through the Conotoxia.com Portal, in the Mobile app, via messages in the POS terminal, text messages or by email.
3. After execution of the Payment Card Transaction, Conotoxia provides the Card Holder with the following information:
  - a. data identifying the Payment Card Transaction and the Merchant,
  - b. the amount of the Payment Card Transaction in the currency in which the Account was debited;
  - c. the amount of any fees and commissions charged in connection with a Payment Card Transaction,
  - d. the exchange rate used in a given Payment Card Transaction,
  - e. the date of receiving an order to execute a Payment Card Transaction.
4. Confirmation of the Payment Card Transaction execution is issued in an electronic form and made available on the Conotoxia.com Portal and the Mobile app as a PDF file.

5. The Card Holder may require that the information referred to in paragraph 5 above be provided or made available periodically, on a durable medium, at least once a month.
6. Conotoxia's informational duties as defined in paragraph 7 sections 7-16 of the Payment Services Terms and Conditions „Money Transfer” shall apply to Payment Card Transactions and Account.

## § 7

### Fees and commission

1. The Card Holder is obliged to pay Conotoxia fees and commission in the amount specified in the Table of Fees and Commissions for the provision of Services and other activities specified in these Payment Cards Terms and Conditions. The fees are collected automatically from the Card Holder's Payment Accounts.
2. The amount of fees and commission due to Conotoxia for the provision of the Services is calculated on the basis of the volume of actually executed Payment Card Transactions.
3. The fees and commission due are collected in the Transaction Currency, subject to the provisions of § 5.7 of the Payment Cards Terms and Conditions, where the method of calculating the amount of the fee or commission is specified in the Table of Fees and Commission. The Table of Fees and Commission is available [here](#).
4. The Card Holder acknowledges that the provision of Services through third parties (e.g. operators, intermediaries) may involve fees and commission in accordance with the tariffs of fees and commission applied by those parties.
5. Conotoxia may change both the amount and titles of fees and commission in the following cases:
  - a. an increase in the prices of consumer goods and services,
  - b. an increase in the cost of providing the Services,
  - c. an increase in the interest rates of the National Bank of Poland.
6. Conotoxia shall inform about the proposed amendments to the Payment Cards Terms and Conditions no later than 2 months before their date of entry into force, as specified in § 6.1 of the Payment Cards Terms and Conditions.

## § 8

### Payment Card Transaction execution refusal

1. Conotoxia reserves the right to refuse to execute a Payment Card Transaction if the Transaction does not meet the requirements set out in the Payment Cards Terms and Conditions, as well as in situations specified in the law, including the following cases:

- a. when a Payment Card Transaction would be non-compliant with the Contract or the Payment Cards Terms and Conditions,
  - b. where there are legitimate reasons relating to the security of the use of the Card, including the suspicion of unauthorised use of the Card,
  - c. when there are irregularities, including missing information, in the content of the Payment Order, which makes its execution impossible,
  - d. if the required PIN was incorrectly entered,
  - e. in the case of Online Transactions, if the Card data or the 3D-Secure Code was entered incorrectly,
  - f. when the Card is locked, restricted, inactive or has expired,
  - g. when the available funds on the Card Holder's Accounts are insufficient to fully settle the ordered Payment Card Transaction and all due fees and commission related thereto,
  - h. when the execution of a Payment Card Transaction would exceed the Transaction Limits,
  - i. where the obligation to refuse results from the provisions of the AML Act,
  - j. where there is a reasonable suspicion that a Payment Card Transaction is ordered in order to infringe or circumvent a law or is against fair trading rules.
2. Conotoxia may temporarily limit Card Holder access to the Account if it is required in order to ensure the security of Card Holder funds, as well as in the case of fulfilling obligations under the AML Act.
  3. Services provided by Conotoxia cannot be used to pay for goods and services which do not comply with the applicable legal regulations, as well as those which violate the rights of third parties. A Payment Transaction must not be ordered to violate or evade the law or fair trade rules.
  4. The Card Holder agrees not to use the Conotoxia.com Web Portal and Cards to make Payment Card Transactions that:
    - a. omit the rules of ordering Payment Card Transactions applicable on the Conotoxia.com Web Portal or
    - b. violate the provisions of the Payment Card Terms and Conditions or the Payment Services Terms and Conditions „Money Transfer” or
    - c. violate the law, evade the law or fair trade rules, in particular in favour of entities illegally organising or being in connection with gambling games via the internet.
  5. Card Holder acknowledges that any violation of the law or reasonable suspicion of such violation may be disclosed by Conotoxia to the appropriate state authorities, including law enforcement agencies. In the case of a violation or reasonable suspicion of a violation of the law or fair trading rules by the Card Holder when using the Services, Conotoxia is entitled to refuse further execution of Payment Card Transactions, block Accounts or restrict Cards and terminate the Contract with immediate effect.
  6. Suppose Conotoxia establishes, after Contract has been concluded, that Card Holder is an entity that illegally organises gambling activities via the internet. In that case, Conotoxia is entitled to terminate said Contract with immediate effect.

7. Conotoxia is not responsible for the non-execution of Payment Card Transactions, cases of suspension of Payment Card Transactions, blocking or restriction of Cards, blocking of Accounts or freezing of property values, if these actions were performed in order to comply with the provisions of the AML Act or to comply with the decision of the General Inspector of Financial Information.

## **§ 9**

### **Security obligations and liability of the Card Holder**

1. The Card Holder is obliged to:
  - a. use the Card in accordance with the provisions of the Contract, the Payment Cards Terms and Conditions and the law,
  - b. keep the PIN code confidential, not to disclose it to anyone, not to keep the PIN code with the Card, and to adequately protect the PIN code against loss or disclosure,
  - c. store with due diligence the Card, CVV2/CVC2 codes and not to make them and data from the Card available to third parties for purposes other than the execution of a Payment Card Transaction,
  - d. not to disclose the 3D-Secure Code,
  - e. immediately report any non-compliance of Payment Card Transactions indicated on the Conotoxia.com Portal or in the statement of Payment Card Transactions,
  - f. immediately report the loss, theft, unauthorised use or access or damage to the Card..
2. If the Card Holder installs the Mobile app on a mobile phone or other devices, the Card Holder is obliged to keep secure and diligent at all times the phone or other device on which the Mobile app is installed and personalised security data or PIN code, whereas the phone or other device must have the lock function enabled.
3. Card Holder does not disclose to third parties any additional information that Conotoxia uses to confirm Card Holder's identity.
4. The Card Holder immediately notifies Conotoxia about:
  - a. the loss, theft, appropriation, misuse or disclosure of the Mobile app password, one-time password or other personalised security data such as biometric data, CVV2/CVC2 codes;
  - b. the loss, theft, appropriation of the phone or other mobile devices on which the Mobile app is installed,
  - c. a reasonable suspicion or discovery of unauthorised access or use of the Card, the Mobile app, telephone or other mobile device on which the Mobile app is installed, the CVV2/CVC2 code.
5. Notifications referred to above are made by the Card Holder:
  - a. in electronic form - in the form of a message sent to the email address indicated on the website [www.conotoxia.com](http://www.conotoxia.com) on the Contact subpage.

- b. via phone at the telephone number indicated on the website [www.conotoxia.com](http://www.conotoxia.com) on the Contact subpage.
6. In the situation described in section 4 above, the Card Holder restricts the Card in accordance with the provisions of section 11.
7. The Card Holder is obliged to report to Conotoxia by email, via the contact form available on [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com), by phone, letter or courier service, detected unauthorised, not executed or improperly executed Payment Card Transactions and other irregularities concerning the execution of the Payment Card Transaction. Such notification should be made immediately, but not later than within 13 months in the case of Payment Card Transactions - from the date of debiting the Payment Account or from the date on which the Payment Card Transaction was to be executed. In the case of failure to report the aforementioned irregularities on time, the Card Holder's claims against Conotoxia for an unauthorised, non-executed or improperly executed Payment Card Transaction expire.
8. The Card Holder is liable for authorised Payment Card Transactions. The Card Holder is liable for unauthorised Payment Card Transactions until the time of restricting the Card to the amount of the equivalent in the Polish currency of 50 EUR, determined using the average exchange rate announced by the National Bank of Poland on the date of execution of the Payment Card Transaction.
9. The liability under section 8 does not apply if the damage was caused by the Card Holder if he/she:
  - i. enabled an unauthorised transaction to be carried out with fraudulent intent or
  - ii. intentionally or with serious negligence:
    - violated this Contract or the Payment Cards Terms and Conditions,
    - breached his/her statutory obligations to take the necessary measures to protect the Card's data, personalised data to secure the Profile and Account against unauthorised access, or
    - has breached his/her duty of immediate notification referred to in paragraph 4 above.

In such a case, the Card Holder is fully liable for any unauthorised Payment Card Transaction up to the moment of reporting.

10. The Card Holder is fully liable for unauthorised Payment Card Transactions if:
  - a. he/she has deliberately led to them or
  - b. he/she has led to a Payment Card Transaction as a result of serious negligence, including, but not limited to, intentionally or with serious negligence:
    - has violated these Payment Cards Terms and Conditions,
    - has breached his/her statutory obligations to take the necessary measures to protect the Card data, personalised data to protect his/her Profile and Accounts against unauthorised access, or
    - has breached his/her duty of immediate notification referred to in paragraph 8 above.



11. After the Card Holder has made the notification referred to in section 4 above, the Card Holder is not liable for unauthorised Payment Card Transactions, unless they have led to them intentionally.

## § 10

### **Conotoxia's responsibility and liability**

1. In the event of an unauthorised Payment Card Transaction, Conotoxia will immediately, but no later than by the end of the Business Day following the day on which the unauthorised transaction debited to the Card Holder's Account was detected, or after the date of receipt of the relevant notification, refund the amount of the unauthorised Payment Card Transaction to the Card Holder, except where Conotoxia has reasonable and duly documented grounds to suspect fraud and will inform in writing the authorities appointed to investigate the fraud. Conotoxia will return the debited Card Holder's Account to the state that it would have existed if no unauthorised Payment Card Transaction had taken place.
2. If Conotoxia, contrary to the obligation to ensure continuous availability of adequate funds referred to in §10 section 5, allowing the Card Holder to make the notifications referred to in §10 section 4, does not provide such opportunities, the Card Holder is not responsible for unauthorised Payment Card Transactions, unless User has deliberately made a payment an unauthorised Payment Card Transaction.
3. onotoxia is liable for the non-executed or improper execution of a Payment Order, in accordance with Articles 144-146 of the Payment Services Act, for reasons that lie on Conotoxia's side.

## § 11

### **Blockage and restriction of the Card**

1. Conotoxia may contact the Card Holder to confirm the execution of the Payment Card Transaction.
2. The Card may be blocked or restricted in the following cases:
  - a. at the request of the Card Holder,
  - b. by Conotoxia in the event of suspected unauthorised use of the Card, including suspected access to the Card by unauthorised persons,
  - c. by Conotoxia in the event of a threat to the safety of the Services,
  - d. by Conotoxia in cases provided for by law.

In the case of a change made by Conotoxia, Conotoxia will immediately inform the Customer of the change made and the reason for it, unless such notification is not justified for safety reasons or prohibited by other regulations.

3. If the Card is blocked at the Card Holder's request, Conotoxia will unlock the Card at the Card Holder's request.
4. The Card Holder is obliged to restrict the Card in the following cases:
  - a. the loss of the Card,
  - b. theft of the Card,
  - c. appropriation of the Card,
  - d. keeping the Card at an ATM,
  - e. unauthorised access to the Card,
  - f. disclosure of the Card data, PIN or CVV2/CVC2 code to an unauthorised person.
5. The restricted Card should be destroyed and cannot be used again.
6. The Card may be blocked and restricted by the Card Holder in the following manner:
  - a. by telephone,
  - b. on the Conotoxia.com Portal,
  - c. through the Mobile app.

## § 12

### Personal data protection

1. Conotoxia is the controller of the Card Holder's personal data, processed for the purposes related to the provision of services provided under these Payment Cards Terms and Conditions and documentation of their execution. The data controller decides on the way of processing the Card Holder's personal data. Personal data are processed in accordance with the regulations on personal data protection, in particular in accordance with the GDPR and the Act of 10 May 2018 on personal data protection. The basis for data processing is:

Article 6(1)(b) of the GDPR - in relation to the activities necessary to perform the contract under these Terms and Conditions,

Article 6(1)(c) of the GDPR - in connection with the need to comply with the legal obligation imposed on Conotoxia under the Payment Services Act and the AML Act,

Article 6(1)(f) of the GDPR - in relation to the legitimate interest of the controller, namely the prevention of fraud.
2. More information about the personal data processing rules, including the rules of using cookies, is described in the Conotoxi.com Web Portal's Privacy Policy available [here](#).
3. Conotoxia has appointed a Data Protection Officer, who can be contacted by email: [dpo@conotoxia.com](mailto:dpo@conotoxia.com) or in the traditional form by sending a letter to the address of the controller's registered office with the reference "Data Protection Officer".
4. The recipients of the data are Payment Organisations, entities responsible for the physical preparation of the Card, entities responsible for proper authentication during the execution of transactions, banks, recipients of the amount of the payment

transaction and state authorities entitled to access personal data under the law, as well as Conotoxia.com, responsible for maintaining the Service on the Conotoxia.com Web Portal.

5. The provision of data is voluntary but is necessary for Conotoxia to provide services. The Card Holder has the right to access, rectify, port, restrict or erase their personal data and to object to the processing, subject to paragraph 9.
6. Conotoxia is entitled to refuse to erase the Card Holder's personal data if further processing of these data by the controller is required by law, as well as in the event of a breach by the Card Holder of the law of the Payment Cards Terms and Conditions or the Payment Services Terms and Conditions „Money Transfer” to the extent necessary to document, explain and determine the persons responsible for the breach identified.
7. Conotoxia may, following receipt of information about the case or cases of violation by the Card Holder of the law or the Payment Cards Terms and Conditions, process the Card Holder's personal data to the extent necessary to establish their liability, within the framework of its legitimate interest, provided that they preserve for evidential purposes the fact of obtaining and the content of such messages. The Card Holder has the right to object to such processing.
8. Data will be processed for the period necessary for the provision of services, and thereafter for the period required by law.
9. As part of the evaluation of the risk of money laundering and terrorist financing under the AML Act, the Card Holder's personal data will be subject to profiling in order to identify possible cases of money laundering or terrorist financing in accordance with the aforementioned Act. Such profiling will take into account, inter alia, transaction data, nationality, customer type, type of business relationship, geographical area, as well as prior high-risk activity. As a result of such profiling, potentially illegal activities in the area of money laundering or terrorist financing are identified. The result of any reasonable suspicion of money laundering or terrorist financing is that such transaction may be reported to the relevant government authorities or may be rejected. Such determination may also result in a refusal to conclude an agreement with the Card Holder in the future.
10. Conotoxia has entrusted the processing of personal data to the entity responsible for preparing the Cards, whose seat is located in a third country, the Isle of Man. Personal data will be transferred to the Isle of Man on the basis of a positive decision of the European Commission, stating the appropriate level of protection. Access to personal data will also be granted to the entity's organisational units, located in India and Australia. Accordingly, appropriate safeguards in the form of standard data protection clauses adopted by the European Commission have been applied.
11. The Card Holder has the right to lodge a complaint with the Personal Data Protection Office.

## § 13

### **Termination of the Contract**

1. Conotoxia has the right to terminate Contract at any time, without providing any reason, with two months notice.
2. Conotoxia has the right to terminate Contract with immediate effect:
  - a. when Card Holder while signing Contract, provided data or information which is untrue or inconsistent with the actual state of affairs, and in particular, when Card Holder used false, forged or falsified documents and documents which are invalid,
  - b. when the Card older breached the provisions of the Terms and Conditions for issuing and using payment cards or the Contract, including those provisions that violate the rules of using Payment Card Transactions.
3. Conotoxia may terminate Contract in written form sent to the address or email address indicated by Card Holder on the Conotoxia.com Web Portal.
4. Card Holder has the right to terminate his/her Contract at any time. Card Holder may terminate the Contract in the following form:
  - a. online via the Conotoxia.com Web Portal, or
  - b. in written form at the address of Conotoxia's registered office,
  - c. by restricting the Card
5. If the Card Holder exercises their right to terminate the Contract in connection with the planned amendments to the payment Cards Terms and Conditions, the notice period ends on the day preceding the date of entry into force of the proposed amendments and until the expiry of the notice period the existing provisions of the Payment Cards Terms and Conditions apply.
6. The termination or cessation of the Contract by Conotoxia or the Card Holder or the Card Holder's withdrawal from the Contract will result in the inability to use the Card under the Contract. A template form of the withdrawal from the Contract is provided in Attachment No. 1 to these Terms and Conditions.

## § 14

### **Amendments to the Terms and Conditions for issuing and using payment cards**

1. Conotoxia reserves the right to make amendments to the Terms and Conditions for issuing and using payment cards unilaterally for important reasons, including the following circumstances:
  - a. the implementation or amendment of generally applicable laws and regulations

- regarding Conotoxia's activities in relation to Contract, under which Conotoxia is required to amend the Contract; or
- b. changes in the manner or form of providing services to Card Holder regulated by Contract, in relation to changes concerning the Conotoxia IT system, provided that this ensures the proper execution of Contract and does not violate the interests of Card Holder; or
  - c. changes in the manner or form of providing services to Card Holder regulated by the Contract, due to the implementation a new technical or technological solution by Conotoxia, provided that this ensures the proper execution of Contract and does not lead to an increase in the financial burden of Card Holder under Contract and does not violate the interests of Card Holder; or
  - d. in order to execute orders, implement recommendations or decisions issued by the financial supervisory authorities or consumer protection authorities according to Conotoxia obligation to amend Contract; or
  - e. any amendments to the regulations between Conotoxia and external companies that affect these Terms and Conditions for issuing and using payment cards, excluding price parameters and Card Holder interest.
2. Conotoxia informs about recommended changes to the Terms and Conditions for issuing and using payment cards no later than 2 months before the planned date of them entering into force.
  3. When notifying Card Holder of any amendments to the Terms and Conditions for issuing and using payment cards, Conotoxia indicates to Card Holder that a lack of Card Holder refusal in objection to the proposed changes is the same as the giving of his/her consent to such changes and that:
    - a. Card Holder has the right to terminate Contract with immediate effect without any additional fees before the proposed amendments come into force.
    - b. In the case when Card Holder expresses an objection but does not terminate Contract, Contract expires on the day preceding the date of entry into force of the proposed amendments, without any fees.
  4. The communication of amendments to the Terms and Conditions for issuing and using payment cards follows the rules specified in § 6.1 of the Payment Cards Terms and Conditions.
  5. Conotoxia may change the trade names of payment services provided under Contract. A change in the trade name of the payment service does not constitute an amendment to Contract. Conotoxia informs its Card Holders about a change in the trade name of the payment service in a message posted on the Web Portal.

## § 15

### Complaints

1. A complaint regarding a Payment Card Transaction may be submitted:

- a. in writing - personally at CONOTOXIA's registered office, including Cinkciarz.pl serving customers 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](http://www.cinkciarz.pl) and [www.conotoxia.com](http://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](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) on the Contact subpage.
2. The complaint should include at least the details of the person lodging the complaint, including a contact address and, if possible:
    - the amount of the Payment Card Transaction,
    - date of Card Payment Transaction order creation,
    - Payment Card Transaction ID (available in the Card Holder's Panel on the Conotoxia.com website),
    - Card Holder's login (email) on the Conotoxia.com portal,
    - residence address and an email address, if User requests a response to complaints via email.
    - description and reason for the submission of the complaint.
  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.
  4. 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.
  5. In the event of Card Holder being unsatisfied with the method of handling the aforementioned complaint, Card Holder is entitled to use the extrajudicial 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](http://www.rf.gov.pl)). Moreover, CONOTOXIA informs Card Holder 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>.

## § 16

### Final provisions

1. Any actions taken by the Card Holder or Conotoxia in connection with the Contract, including Conotoxia's refusal to execute a Payment Card Transaction, have no impact on the legal relationship between Conotoxia and the Card Holder or on the basis of the Currency Exchange Terms and Conditions, unless these Terms and Conditions or the Contract provide otherwise.
2. The Contract between Conotoxia and the Card Holder is in the Polish language. The language used in relations with the Card Holder is either Polish or English at the Card Holder's choice. In case of any inconsistency between the language versions, the Polish version is binding.
3. If Card Holder is not a consumer, the provisions of the Payment Services Act shall not apply, the exclusion of which in relations with entities other than consumers is permitted under the provisions of this Act. In such a case, other provisions of law shall apply to matters not regulated by the Payment Cards Terms and Conditions, except those excluded in accordance with this section and other provisions of the Payment Cards Terms and Conditions. In the case of Card Holders not being consumers, the deadline for notification of detected unauthorised, non-executed or improperly executed Payment Card Transactions, on pain of expiration of claims under such Payment Card Transactions, is 14 days from the date of receipt by Conotoxia of the Payment Order. In the case of Card Holders who are not consumers, Card Holder and Conotoxia agree that Conotoxia will not send Card Holder electronic messages with the information referred to in Article 3a of Council Regulation (EU) 2019/518 of the European Parliament and of the Council of 19 March 2019 amending Regulation (EC) No 924/2009 as regards certain charges on cross-border payments in the Union and currency conversion charges).
4. The Card Holder may withdraw from the Contract in the scope of the issue of the Card within 14 days from the date of receipt of the Card for the first time under the Contract if he/she has not executed any payment transaction using the Card. If the Card Holder withdraws from the Contract in accordance with the previous sentence, Conotoxia will refund the amount of fees incurred by the Card Holder. Conotoxia may charge the Card Holder with costs related to the issuance of the Card to the extent provided in the Contract.
5. The law applicable to the Payment Cards Terms and Conditions, including the law which forms the basis for Conotoxia's relationship with the Card Holder prior to the conclusion of the Contract and the law applicable to the conclusion and execution of this Contract, is Polish law.
6. Conotoxia and the Card Holder aim to settle disputes which have arisen in connection with the application of the Payment Cards Terms and Conditions, the fulfilment of the Contract or execution of Payment Card Transactions.
7. If Card Holder is a consumer in relation to Contract, disputes relating to Contract

will be dealt with by the common courts with territorial and substantive jurisdiction over Card Holder's place of residence and, if the action is brought against Conotoxia, also by the courts with territorial and substantive jurisdiction over Conotoxia's registered office. In the case that Card Holder is not a consumer in connection with the Contract, all disputes relating to Contract shall be submitted to the common courts of competent local and substantive jurisdiction for the registered office of Conotoxia.



**Attachment No. 1**

City....., date.....

Name and surname:  
Address:

Conotoxia sp. z o.o.  
ul. Sienkiewicza 9,  
65-001, Zielona Gora,  
numer KRS: 0000498818,  
numer NIP: 9291858406,  
numer REGON: 081192479

**Statement from a natural person regarding Contract termination**

I, myself, the undersigned \_\_\_\_\_,  
residing in:  
(address and place of residence) with a PESEL number or passport number:

I hereby declare that I withdraw from the Contract concluded on:  
numer PESEL \_\_\_\_\_,

I hereby declare that I withdraw from the Contract concluded on \_\_\_\_\_,  
between myself and CONOTOXIA Sp. z o. o., with its registered office in Zielona Gora.

.....  
(Signature)