



# Multi-currency Cards.

Terms and Conditions of using  
Conotoxia Sp. z o.o. payment cards  
within Google Pay

## Terms and Conditions of using Conotoxia Sp. z o.o. payment cards within Google Pay

### Definitions

1. Mobile app	application made available by Cinkciarz.pl, installed on a mobile device, which enables the Holder to view the execution of the Payment Transactions and Payment card details
2. Google Pay app	Google app that enables adding, storing and using Tokens to a Mobile device
3. Google	Google Ireland Limited, based in Ireland, Gordon House, Barrow Street, Dublin 4, providing the Google Pay service
4. Google Pay	a service offered by Google that provides the ability to register a Payment card on a Mobile device and execute transactions using a Token. The Service is provided pursuant to a separate agreement concluded by the Google Pay service provider and the Holder
5. Cinkciarz.pl	Cinkciarz.pl Sp. z o.o. with its headquarters in Zielona Gora, at 17B Wroclawska Street, 65-427 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000364722, NIP (tax identification number): 9291830388, REGON number: 080465538, email address: <a href="mailto:kontakt@cinkciarz.pl">kontakt@cinkciarz.pl</a> , 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 17B Wroclawska Street, 65-427 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora

	,8th Commercial Department of the National Court Register with the following number: KRS 0000498818, NIP number (tax identification number): 9291858406, REGON number: 081192479, email address: <a href="mailto:contact@conotoxia.com">contact@conotoxia.com</a> , 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 under number IP30/2015. Conotoxia is a Card issuer within the meaning of the Payment Services Act
7. Biometrics	data reflecting individual characteristics of the Holder, such as fingerprint, iris image, facial structure
8. Payment card	Payment card issued pursuant to the Terms and Conditions for Issuing and Using Payments Cards which can be found <a href="#">here</a>
9. Default card	the Token indicated by the Holder that is used by default to pay with Google Pay
10. NFC / NFC Technology	wireless technology, enabling data transmission over short distances
11. Token	a unique string of characters equivalent to the Payment card added to the Google Pay app, created when the Payment card is registered with the Google Pay app, available to the Holder for use on the Mobile device
12. Transaction	payment transaction made with a Payment card using Google Pay
13. Mobile device	devices equipped with the Android operating system, enabling payments via Google Pay app
14. Biometric Identification	service that enables Authentication using the Biometrics on a Mobile device
15. Authentication	process of verifying the Holder's identity and the possibility of executing a Transaction

## § 1

### Introduction

1. All capitalized terms have the meaning set forth in the Definitions section (above), in the Terms and Conditions for Issuing and Using Payments Cards, or in the Payment Services Terms and Conditions “Money Transfer”, unless otherwise provided in these Terms and Conditions.
2. In matters not regulated by these Terms and Conditions, including the principles for lodging complaints, the provisions of the following shall apply accordingly:
  - a. Terms and Conditions for Issuing and Using Payments Cards,
  - b. Payment Services Terms and Conditions “Money Transfer”.
3. The „Terms and Conditions of using Conotoxia Sp. z o.o. payment cards within Google Pay” (hereinafter „Terms and Conditions”) govern the terms regarding the Holder’s use of the Payment card through Google Pay.

## § 2

### Google Pay service

1. Google Pay allows Holders to register Payment cards with the Google Pay app, convert them into a Token and execute Transactions at entities accepting payments using payment cards issued in partnership with the Payment Organisation.
2. The list of Payment cards that may be added to the Google Pay app can be found [here](#).
3. When the Holder activates the Biometric Identification on the Mobile device, the Holder consents to use such data by the Mobile device to identify the Holder to third parties. When using the Google Pay service, the activation of the Holder’s Biometric Identification on the Mobile device will imply the Holder’s consent to the use of such data for Holder’s Authentication via the Mobile device and the authorization of the Holder’s orders to Conotoxia. Conotoxia will not process Biometrics.

## § 3

### Rules for Registration of Payment cards

1. Google Pay may be used by a Holder who has a Mobile device.
2. The Holder may register the Payment card with the Google Pay app and make Transactions

if:

- a. has a mobile phone number registered at Conotoxia,
  - b. has the Google Pay app on a Mobile device and has created a profile in accordance with the requirements set by Google,
  - c. has set a screen lock on the Mobile device using the method available on the Mobile device,
  - d. has accepted these Terms and Conditions as well as the terms of use of the Google Pay app as set forth by the Google Pay provider.
3. Registration of the Payment card in the Google Pay app takes place on the Holder's order after the Holder has provided details of the Payment card: card number, expiration date, CVV2/CVC2 code and Authentication by entering in the Google Pay app a unique, one-time verification code (string of characters) generated by the Payment Organisation, transmitted in a text message to the mobile number registered at Conotoxia.
  4. In order to be able to fully use the Payment card, at the time of registration, the card should have enabled online and cross-border transactions.
  5. The number of Payment cards that the Holder may register with the Google Pay app on a particular Mobile device shall be determined by Google.
  6. One Payment card may be registered simultaneously on multiple Mobile devices.

## **§ 4**

### **Transactions**

1. The Holder may use Google Pay to execute Transactions up to the limits set for individual Payment cards under separate regulations binding the Holder with Conotoxia, as specified in § 1 section 2.
2. The Holder's consent to execute the Transaction (authorization) is given by:
  - a. in the case of a Contactless Transaction executed at a payment terminal - activating the Mobile device (backlit screen), on which the Payment card is registered, and bringing it close to the proximity reader; if required, in order to execute the payment it is necessary to unlock the screen of the Mobile device and possibly enter the PIN for the Payment card at the payment terminal,
  - b. in case of an Online transaction - selecting the „Pay with Google Pay” payment method and confirming the Transaction on the Mobile device with Biometrics or unlocking the screen after the Transaction amount is displayed - depending on what is required on a given device.
3. If there is more than one Payment card registered in the Google Pay app, the Holder may select the Token that they want to use to make the Transaction before making the Transaction. If there is no choice, the Transaction will be executed with the use

of the Default card.

4. Within Google Pay, the Holder has access to a history containing the most recent Transactions made using Google Pay. Full history of Transactions executed with the Payment card is available after logging to Conotoxia.com web portal or the App.
5. In case of executing Transactions on terminals located outside Poland, it may be necessary to additionally confirm the Transaction with a signature.

## § 5

### **Responsibilities of a Holder who uses Google Pay**

The Holder is obliged to:

- a. properly secure the Mobile device on which the Token is stored against loss, theft or damage,
- b. immediately notify Conotoxia of the unauthorized obtaining of data necessary to use Google Pay or the unauthorized use of Google Pay,
- c. immediately notify Conotoxia of the loss, damage, theft, misappropriation, unauthorized access or unauthorized use of the Mobile device on which the Token is kept,
- d. promptly report to Conotoxia any discrepancies or irregularities with respect to Transactions made using Google Pay,
- e. not store on the Mobile device that is dedicated to the use of Google Pay the Biometrics of persons other than the Holder.

The notification referred to in sections b. - d. hereinabove is made by the Holder by phone (calling the number indicated in the „Contact” tab on [www.cinkciarz.pl](http://www.cinkciarz.pl) or [www.conotoxia.com](http://www.conotoxia.com)) or electronically (by sending an email to the email address displayed on [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) in the „Contact” tab).

## § 6

### **Removing the Token and restricting the Payment card**

1. Removal of a Token from the Google Pay app by the Holder only applies to the Token being removed on the relevant Mobile device and constitutes the Holder's resignation from using Google Pay on the relevant Mobile device. The restriction of a Payment card requires a separate order, in accordance with the provisions of the Terms and Conditions referred to in § 1 section 2(a).

2. If the Holder reports a loss of the Mobile device on which the Token is kept, it is necessary to provide information identifying the Holder.
3. Upon notification by the Holder of the loss, damage, theft, misappropriation, unauthorized access or unauthorized use of the Mobile device on which the Token is kept, all Tokens on the Mobile device will be deleted.
4. If a Payment card is restricted, Conotoxia shall delete all Tokens associated with the restricted Payment card from all of the Holder's Mobile devices.
5. If the Payment card is renewed, the renewed Token is automatically activated in the Google Pay app upon activation of the renewed Payment card.
6. Conotoxia has the right to block the Token, preventing its use, in cases specified in the applicable regulations as appropriate for restricting a Payment card referred to in § 1, section 2, and in addition in the following cases:
  - a. reasonable suspicion of unauthorized use of Token,
  - b. for a legitimate and impartial reason related to the security of the Token.

Conotoxia will inform the Holder immediately of the changes made, the reason for the change and the possible next steps, unless such notification is not justified for security reasons or prohibited by other regulations.

## § 7

### Fees for using Google Pay

1. Conotoxia does not charge additional fees for the use of Google Pay, other than the fees specified in the Price list applicable to the use of the Card. The Price list can be found [here](#).
2. Merchants may charge fees independently of Conotoxia for Transactions made using Google Pay.

## § 8

### Final provisions

1. The Terms and Conditions may be amended if at least one of the following valid reasons occurs:
  - a. introduction, change or revoking of generally binding legal regulations - affecting mutual rights and obligations of Conotoxia and the Holder,
  - b. issuance of resolutions, recommendations or statements by the competent

- authorities supervising the activities of Conotoxia or European supervisory authorities, affecting the mutual rights and obligations of Conotoxia and the Holder,
- c. change in the scope or manner of providing services to which the provisions of the Terms and Conditions apply,
  - d. introduction of solutions increasing the safety of the Holder's use of services described in the Terms and Conditions,
  - e. changes in Conotoxia's information system resulting from technological developments, affecting the mutual rights and obligations of Conotoxia and the Holder,
  - f. changes in the manner in which the Google Pay service is provided by the provider of that service or the Payment Organisation, affecting the mutual rights and obligations of Conotoxia and the Holder, whereby any change to the Terms and Conditions will be made to the extent resulting from the cause.
2. Conotoxia informs about the amendments to the Terms and Conditions no later than 2 months before the date of their entry into force.
  3. When informing about changes to the Terms and Conditions, Conotoxia shall indicate to the Holder that the Holder's lack of objection to the amendments is tantamount to consenting to them, and that:
    - a. Holder has the right, prior to the date the changes become effective, to terminate use of the Google Pay service effective immediately without charge.
    - b. if the Holder objects but does not terminate use of Google Pay, the service will be terminated on the day before the effective date of the amendments, without charge.
  4. Information on amendments to the Terms and Conditions shall be communicated in one of the following forms:
    - a. on a durable medium to the Holder's email address provided during the registration process; the receipt of the message by the Holder's electronic mail system is considered to be the creation of an opportunity for the Holder to read the message, of which the Holder is informed in the content of the message;
    - b. by mail, to the address of residence (registered office) indicated in the registration process.
  5. In the case of cessation of Google Pay services by Google or cessation of cooperation between Google and Conotoxia, Conotoxia's obligations under previously ordered Transactions shall be performed in accordance with the provisions of the Terms and Conditions for Issuing and Using Payments Cards.
  6. Questions regarding the functioning of the Google Pay App should be directed to [Google](#).
  7. The controller of the Holder's personal data shall be Conotoxia for data related to the use of the Payment card and Google for data related to the use of the Google Pay app, respectively. Conotoxia and Google remain independent controllers of the Holder's personal data. Information regarding Conotoxia's personal data processing principles can be found [here](#). Information regarding Google's personal data processing



policies can be found [here](#).

8. The Holder accepts these Terms and Conditions when first registering the Card in the Google Pay app. The provisions of these Terms and Conditions apply to the relationship between the Holder and Conotoxia.