TERMS AND CONDITIONS OF SERVICE

Effective from 1 June 2022.

CHAPTER 1: GENERAL PROVISIONS

The Terms and Conditions set out the rules for using the "MeestPay" money transfer service.

1. The MeestPay service consists in providing, through the Mobile Application or the website www.meestpay.com and the "card-to-card" service system available within this website, the technical possibility for the Cardholder to submit an order to debit their account and then credit the Recipient's payment card account.

2. Transactions can be executed using payment cards approved by Visa or MasterCard regulations for the execution of Transactions without the physical presence of an electronic means of payment (payment card).

3. The MeestPay service is provided by: Service Operator: Meest Transfer Limited Liability Company, with its registered office in Ostrowiec Świętokrzyski, at the following address: ul. Kilińskiego 30/110, 27-400 Ostrowiec Świętokrzyski, entered in the Register of Entrepreneurs under KRS number 0000326242, NIP PL 9562248359;

4. The "card-to-card" service is provided by the Partner: Fenige Sp. z o.o. with its registered office in Warsaw at ul. Promienna 10, 03-672 Warsaw, registered in the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number: 0000461471, NIP 118-209-20-36, REGON 146693435.

5. For the avoidance of any legal doubt, the Operator reserves that it does not perform payment services for which the relevant regulations stipulate the obligation to enter in the register, including the register kept by the Financial Supervision Authority. All Transactions are performed by the Partner

6. The terms used in the Terms and Conditions mean:

- **AUTHORISATION** – verification of the Payment Card and its holder and obtaining confirmation from the Payment Organisation that the Sender's Payment Card can be charged and the Recipient's Payment Card can be credited.
- **ISSUING BANK** – the issuer of the Sender's or Recipient's Payment Card, respectively.
- **PAYMENT CARD** – a payment card issued under the Visa or MasterCard systems, authorised by the regulations of these systems to execute Transactions without its physical presence.
- **ISSUER** – an adult natural person, legal person or organisational unit without legal personality, holding a card issued by the Issuing Bank and the Service payer, who concludes an agreement with the Operator on the basis of the Terms and Conditions.
- **ACCOUNT** – information about the user, which includes data necessary to identify the person when connecting to the system, information for authorising transactions and their accounting. Access to the Account is provided by logging into the individual administration panel using the "MeestPay" mobile application or the app.meestpay.com website.
- **TRANSACTION LIMITS** – daily and monthly limits on Transactions made from the Card and/or User Account.

- **RECIPIENT** – a natural person, legal person or organisational unit without legal personality, holder of a payment Card and recipient of the Service.
- **SERVICE OPERATOR** – Meest Transfer Sp z o.o. with its registered office in Ostrowiec Świętokrzyski.
- **PARTNER –** Fenige Sp. z o.o. with its registered office in Warsaw.
- **CARDHOLDER** – an adult natural person holding a card issued by the Issuing Bank.
- **WEBSITE** – the website meestpay.com through which the User orders the execution of Transactions.
- **MOBILE APPLICATION** – «MeestPay» software designed to work on smartphones and other mobile devices. The mobile application for installation on a mobile device is downloaded from online mobile application stores, such as the App Store or Google Play.
- **TRANSACTION** – transfer of funds from the Sender's Payment Card to the Recipient's Payment Card in the amount specified by the User after positive Authorisation, not exceeding the Transaction Limits.
- **SERVICE** – a service provided by the Operator consisting in maintaining a User Account using the Website or Mobile Application and including the acceptance of data provided by the User necessary for the Partner to perform the "card-to-card" Service.
- **"CARD-TO-CARD" SERVICE** - a service provided by the Partner to the Sender, consisting in debiting the Sender's Payment Card account at their request and crediting the Recipient's Payment Card account, which is not a payment service within the meaning of the Act of 19 August 2011 on payment services (i.e. Journal of Laws 2016, item 1572, as amended).
- **USER** – an adult natural person who has correctly created and activated their User Account in the Meestpay system.

CHAPTER 2: CONCLUSION OF THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES

1. The agreement for the provision of electronic services for viewing the content of the Website is concluded by opening the desired page of the Website via a web browser and does not require registration.

2. The agreement for the provision of electronic services for maintaining an account on the Website is concluded by completing the electronic form available on the Website or in the Mobile Application.

3. Each party has the right to terminate the agreement concluded for an indefinite period, and the User who is a Consumer also has the right to withdraw from the agreement on the terms specified in the Terms and Conditions.

4. The registration form contains fields that must be completed. In order to speed up the process of completing the form, the Operator may display certain fields and consents as filled in by default. However, the User or Partner may in each case change the content of the field or withdraw (uncheck) the consent.

5. In the registration form, the User provides their Personal Data to the extent necessary to create an Account and verify their identity, as well as to perform the contract for the provision of electronic services by the Operator and "card-to-card" services by the Partner.

6. After completing and submitting the registration form, the Operator sends a confirmation of Account creation to the email address provided.

7. The conclusion of the agreement for the provision of electronic services is tantamount to making the following statements:
a) I have read the Terms and Conditions and the Privacy Policy. I understand and accept their provisions.

b) I am using the Operator's services voluntarily,
c) I meet the conditions for using the Website set out in the Terms and Conditions.
d) the information I have provided in the order form is true and does not infringe the rights of third parties,
e) I agree to conclude the contract electronically,
f) I consent to the collection and processing of my personal data by the Operator to the extent necessary to provide services electronically, in accordance with the Terms and Conditions,
g) I consent to receiving messages and information about difficulties, changes or technical interruptions in the operation of the Website or Mobile Application to the e-mail address provided in the form.

8. The Operator may refuse to conclude a contract or terminate an existing contract for the provision of electronic services in the following cases:
a) if the purpose of registration or the manner of using the services is contrary to the Terms and Conditions of the Website,
b) if the User's activity is aimed at committing a crime, or if it infringes the rights of third parties,
c) if the Operator has received notification of the unlawful nature of the data provided or the User's related activities,
d) if the User sends unsolicited commercial information,
e) if the User grossly or persistently violates the provisions of the Terms and Conditions,
f) if the address data provided by the User raises objectively justified doubts as to its correctness or truthfulness, in particular if the User provides non-existent towns, non-existent streets in towns, or fictitious data.

9. The statement of termination of the contract for the provision of electronic services shall be submitted by the Operator to the e-mail address provided in the registration form.

CHAPTER 3: USER ACCOUNT REGISTRATION

Any natural person who is the holder of a Card issued in their name may register on the Website.

1. The User registration process takes place exclusively via the Website or Mobile Application.

2. During the Account registration process, the User provides the data necessary to activate the Account. The Account can only be activated after the User data form has been correctly completed.

3. In order to activate their Account, the User must read and accept these Terms and Conditions. For the purposes of activating their Account, the User must confirm that the details they have provided are correct and accurate.

4. During the Account activation process, the User reads and accepts the Operator's Privacy Policy, in particular, they read the information contained therein about the Operator as the personal data controller, provided during the collection of personal data from the data subject. Acceptance of the Operator's Privacy Policy is required to create an Account.

5. The User may separately consent to the processing of their personal data provided during the registration and activation of the Account for marketing purposes (including direct marketing).

6. The User is obliged to update their personal data provided during Account registration in the event of any changes.

7. The password for accessing the User Account will be set during the registration process and can be changed using the appropriate option in the User Account.

8. After the registration and activation process has been successfully completed, the User may perform Transactions.

9. If the User forgets the password to their Account, they can initiate the password reminder process using the appropriate option on the Website or in the Mobile Application.

10. The User may only have one Account. Creating duplicate Accounts will result in the User being blocked and their use of the service being suspended.

11. The User may use more than one Card on their Account.

12. The User may not share their Account with other persons.

13. The User is obliged to keep their Account password confidential.

14. The Operator reserves the right to block the Account if it determines that the security of the Account is compromised.

15. Detailed regulations concerning the processing of personal data of Cardholders, Users and visitors to the Operator's website can be found in the Operator's Privacy Policy.

CHAPTER 4: TRANSACTION SECURITY

In order to ensure the highest level of security, Transactions are carried out through a Partner.

1. The Operator does not have access to the User's payment card details; these details are stored by the Partner, which has the appropriate security certificates.

2. The Operator shall not be liable for any claims arising from the User providing incorrect or false data during the Account registration process.

3. The User is obliged to properly secure their password against unauthorised persons and to change it immediately in the event of danger or a breach of security.

CHAPTER 5: TRANSACTION PROCESS

1. A transaction via the Website or Mobile Application may be executed by the Cardholder using their User Account.

2. In order to authorise a transaction, the Operator shall provide the Partner with the data necessary to carry out the authorisation process.

3. The User agrees to the transfer of data entered on the Website or in the Mobile Application to the Partner for processing.

4. After receiving confirmation of the order to perform the "card-to-card" Service, the Partner sends one message to the Payment Organisation about debiting the Sender's Payment Card account with the

corresponding to the transaction amount plus commission, and a second message about crediting the Recipient's Payment Card account with the amount corresponding to the transaction amount. The first message is then forwarded by the Payment Organisation to the Sender's Bank, and the second to the Recipient's Bank. If the Sender's Bank confirms that the account can be debited and the Recipient's Bank confirms that the account can be credited, the Service will be executed. If the Sender's Bank refuses to debit the account or the Recipient's Bank refuses to credit the account, the Service will be interrupted and the transferred funds will remain at the Sender's disposal.

5. The Operator charges the Sender a commission calculated on the amount of the transaction ordered as part of the provision of the Service. The amount of the commission is indicated on the Website.

6. Transactions are executed subject to the limits set by the Operator, the amount of which is indicated on the Website and in the Mobile Application. If the amount exceeds the available limit, the transaction will not be executed.

7. The transaction is executed within 30 minutes; in some cases, the transaction amount may be credited to the Recipient's card no later than by the end of the next business day following the date of the order. The Recipient's bank, in accordance with its regulations, independently decides on the time/date of displaying the Transaction on the Payment Card account.

8. The Operator may temporarily suspend the Service until the situation is clarified, reject the Service order or block the Sender from ordering the Service in the future in the following situations:
a) the Sender fails to comply with the provisions of the Terms and Conditions,
b) failure to receive from the Sender correct or complete data necessary for the execution of the Service within the time limit set for entering the data, including acceptance of the transaction amount,
c) invalidity or reservation of the Sender's or Recipient's Payment Card,
d) refusal to execute the transaction by the Sender's or Recipient's Bank,
e) attempts to make payments in a manner inconsistent with applicable law, including suspicion of unauthorised use of the Payment Card or illegality of the payment itself,
f) orders from public authorities, including law enforcement agencies.

9. The Operator shall not be liable for any damage suffered by the Broadcaster due to the non-performance of the Service on the basis of one of the situations indicated above.

10. The Broadcaster undertakes to:
a) comply with the Terms and Conditions and generally applicable regulations,
b) provide true, complete and up-to-date data for the purpose of performing the Service,

11. A correctly submitted Transaction Order is irrevocable; the Operator may not cancel a Transaction in which funds have been paid to the Recipient.

CHAPTER 6: TRANSACTION LIMITS

1. Transaction limits are set by the Operator. Transaction limits for the User's Card/Account are visible after logging into the User's Account.

CHAPTER 7: OPERATOR'S LIABILITY, CONSUMER PROTECTION, COMPLAINTS

1. The Operator shall not be liable for delays, returns or refusals to accept Transactions by the Recipient if they were not caused by the Operator, in particular if incorrect Recipient details were provided.

2. The Operator shall not be liable for lost profits or indirect damages, including lost business opportunities or loss of revenue resulting from a delay in the execution or non-execution of a Transaction.

3. The Operator shall only be liable for the execution of the Transaction.

4. The User may submit all complaints via the appropriate option on the Website or in the Mobile Application within their User Account.

5. The User has the right to lodge a complaint regarding the performance of a contract for the provision of electronic services, which does not constitute a money transfer payment service.

6. A consumer who has concluded a contract with the Operator for the provision of electronic services may withdraw from the contract without giving any reason and without incurring any costs by submitting a relevant written statement to the Operator within 14 (fourteen) days from the date of conclusion of the contract.

7. If the User successfully submits the statement referred to in point 6, the contract for the provision of services shall be deemed terminated, and the Operator shall be obliged to immediately delete the Customer's Account and delete the personal data provided by the User, necessary for the conclusion of the contract.

8. The right to withdraw from the contract for the provision of electronic services on the terms described above shall not apply to the Consumer if the Operator has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that once the Operator has performed the service, they lose the right to withdraw from the contract.

9. A User - Consumer using the Operator's electronic service, with the exception of money transfer services, may obtain free assistance in resolving a dispute between the User and the Operator by using the free assistance of the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.

10. A User – a Consumer using the Operator's electronic service, excluding money transfer services, may use the out-of-court option of resolving non-complaints regarding financial services electronically via the European Union's ODR internet platform, which allows complaints to be submitted and claims related to the contract concluded with the Operator to be pursued. The ODR platform can be found at: http://ec.europa.eu/consumers/odr/. The Operator's email address: info@meestpay.com

11. Detailed rules for considering User complaints in matters related to the provision of money transfer services and information on the possibility of out-of-court dispute resolution in the context of complaint consideration are set out in Appendix 1, which forms an integral part of these Terms and Conditions.

12. Regardless of the content of the Terms and Conditions, the rules for handling complaints are made available to Users on the website in the "complaints and claims" tab/subpage, accessible from the home page of the Website or in the Mobile Application.

CHAPTER 8: USER IDENTIFICATION AND VERIFICATION AND PREVENTION OF LEGAL VIOLATIONS

1. The Operator reserves the right to refuse to register a User Account, delete a User Account, and refuse to execute a Transaction by a registered User.

2. From the moment the transaction order is placed until the moment the order is executed, the Operator is entitled at any time to request from the User officially certified copies of identity documents or other equivalent documents. Until the User provides copies of the requested documents, the Operator has the right to suspend the execution of the transaction without any obligation to reimburse the User for any costs related thereto.

3. If the User fails to provide copies of the requested documents, the Operator has the right to cancel all orders placed by the User without any obligation to reimburse the User for any costs associated with this.

CHAPTER 9: PROCESSING OF PERSONAL DATA

1. The Website Operator is also the Personal Data Controller.

2. Providing personal data to the extent necessary as indicated by the Operator is a prerequisite for the conclusion and performance of the contract in the form of these Terms and Conditions.

3. Personal data is processed in accordance with the provisions on personal data protection in force in the Republic of Poland, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 2016 No. 119, p. 1):
a) for the purpose of implementing the Terms and Conditions – based on the necessity of processing personal data for the performance of the contract in the form of these Terms and Conditions;
b) for analytical and statistical purposes – based on the Operator's legitimate interest, which is the analysis of the Company's business performance;
c) for the purpose of direct marketing of the Operator's own products or services – based on the Operator's legitimate interest, which is direct marketing of its own products or services;
d) for marketing purposes (other than those indicated in point c above) or receiving commercial information – on the basis of the User's voluntary consent;
e) for the purpose of establishing, pursuing or defending against claims and fulfilling the legal obligations incumbent on the Operator – based on the Operator's legitimate interest, which is to exercise the above rights and fulfil legal obligations.

4. The Operator is entitled to disclose information about ordered transactions to relevant state and regulatory authorities if there is a suspicion of a violation of applicable law, and also if such an obligation arises from legal provisions, including the Act of 16 November 2000 on counteracting money laundering and terrorist financing (i.e. Journal of Laws 2017, item 1049).

5. Personal data may be made available to entities involved in the processing of transactions within the Service, such as payment organisations, the Partner, the Sender's Bank and the Recipient's Bank, as well as IT service providers, telecommunications service providers and customer service providers for the purpose of proper performance of the Service, as well as marketing agencies for the purpose of providing marketing services and sending commercial information.

6. Any person whose personal data is processed by the Operator has the right to access the data processed by the Company and concerning them, the right to rectify, correct, request restriction of processing, transfer, delete, object to further processing by the Operator, and, if consent has been given to the processing of data, to withdraw it at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal, by writing to the following e-mail address: info@meestpay.com. Use of the three

The last authorisation also means the termination of the Service, due to the inability to continue providing it.

7. Personal data is processed for the period during which the Sender has an account on the Operator's Website and for the period necessary to perform the Service. In addition, personal data is processed to the extent necessary for accounting and tax purposes and for the purposes of preventing money laundering and terrorist financing for the period resulting from applicable law and to the extent necessary to establish, investigate or defend against claims for the period of limitation of claims under these Terms and Conditions and for the duration of pending proceedings.

8. Any person whose personal data is processed by the Operator has the right to lodge a complaint regarding the processing of their data by the Company with the supervisory authority responsible for personal data protection.

CHAPTER 10: FINAL PROVISIONS

1. Users may use the Website and the works or databases made available on it only within the scope of permitted use, as defined by the provisions of the Act on Copyright and Related Rights and the Act on the Protection of Databases, provided that such use does not interfere with the normal use of the work or database or prejudice the legitimate interests of the Operator and entities whose works or databases are made available on the Website or in the Mobile Application as part of their cooperation with the Operator.

2. The data and information provided on the Website that does not originate from the Operator is for informational purposes only and comes from sources that the Operator considers reliable and verified. Due to the possibility of errors or omissions caused by circumstances beyond the Operator's control, the company is not responsible for the timeliness, accuracy, completeness of information provided on the Website or in the Mobile Application originating from third parties, as well as for its usefulness for specific activities of Users.

3. The court competent to hear disputes arising from agreements specified in these Terms and Conditions shall be the court competent under the provisions of the Code of Civil Procedure. In the case of a User who is not a Consumer, the competent court shall be the court of the Operator's registered office.

4. All agreements concluded in accordance with the procedure and rules set out in these Terms and Conditions shall be governed by Polish law.

5. These Terms and Conditions shall come into force on 1 June 2022.

6. The full and current text of the Terms and Conditions and all previous versions of the Terms and Conditions are available on the Website's home page in the "Terms and Conditions" tab.

7. The Operator informs that it may be forced to amend these Terms and Conditions, in particular in the event of an extension of the functionality of the Website or Mobile Application, the occurrence of technological or technical reasons, or changes in the law.

APPENDIX 1 TO THE MEESTPAY TERMS AND CONDITIONS

§ 1. Rules for handling User complaints in matters related to the provision of money transfer services, including information on out-of-court options for resolving consumer disputes

If you have any reservations about the money transfer service provided, you have the right to lodge a complaint.

§ 2. Place and form of submitting a complaint

1. Complaints may be submitted:
a) in person at the Operator's headquarters in writing or orally to a protocol drawn up by the employee on duty;
b) by telephone in oral form to the telephone number provided on the website;
c) by post in writing to the Operator's registered office at ul. Kilińskiego 30/110, 27-400 Ostrowiec Świętokrzyski;
d) using electronic means of communication, i.e. directly from the User's Account, or by sending an e-mail to the address provided on the website: info@meestpay.com

§ 3. Content of the complaint and complaint handling procedure

1. The content of the complaint should include:
a) the customer's first and last name or company name;
b) correspondence address;
c) e-mail address: if the customer requests a response to the complaint in the form of an electronic e-mail message to an address other than the one provided when registering the account in the Operator's system;
d) a detailed description of the event or subject of the customer's objections.
e) the manner in which the customer expects the complaint to be handled, i.e. the expected outcome after the complaint has been considered;
f) the customer's signature or handwritten signature – in the case of a complaint submitted in writing.

2. If the Operator finds that the information required to process the complaint is missing, the Operator shall ask the customer to supplement it in the form in which the customer submitted the complaint. If the customer refuses to provide all the data necessary to commence the complaint handling process, the Operator shall be entitled to inform the customer that it will not be possible to handle the complaint due to the incompleteness of the information provided. Notwithstanding the above, the customer shall be informed about the handling of the complaint within the time limit specified in point 4 below.

§ 4. Complaint processing time

1. A response to a complaint will be provided without undue delay, no later than within 15 working days in the case of complaints concerning rights and obligations under the Payment Services Act, or 30 calendar days in other cases, from the date of receipt of the complaint by the Operator.

2. In particularly complex cases, the time limit referred to in paragraph 1 may be extended to 35 working days for complaints concerning rights and obligations under the Payment Services Act, and to 60 calendar days in other cases.

3. Particularly complex cases are considered to be those where the Operator needs to obtain additional information from third parties cooperating with the Operator that is necessary to consider the complaint, including in particular information from the Partner, the Issuing Bank.

4. If it is not possible to respond to a complaint within the time limit specified in paragraph 1, the Operator shall inform the customer in writing within 15 working days of receiving the complaint, stating:
a) the reasons for the delay in considering the complaint;
b) the circumstances that must be established in order to consider the customer's objections;
c) the expected date of response to the complaint, which may not be later than that specified in paragraph 2.

5. In order to meet the deadline for responding to the complaint, it is sufficient to send the response before its expiry, and in the case of a response given in writing, to post it at a post office of the designated operator within the meaning of Article 3(13) of the Postal Law Act of 23 November 2012.
6. If the deadline specified in paragraph 1 or 2 is not met, the complaint shall be deemed to have been considered in accordance with the customer's wishes.
7. The rules described in section 6 do not apply to complaints submitted by customers who are not consumers.

§ 5. Method of notification of complaint resolution

1. The response to the complaint shall be provided in writing and sent:
a) by registered letter to the address indicated in the complaint by the customer or by placing a file containing the response to the complaint in the User Account;
b) only at the customer's request - using electronic means of communication (by attaching a scan of the response) to the email address from which the complaint was sent, unless the customer provides a different email address in the complaint.

§ 6. Content of the response to the complaint

1. The response to the complaint shall contain at least:
a) factual and legal justification – unless the complaint is resolved in accordance with the customer's wishes;
b) comprehensive information on the Operator's position regarding the complaint;
c) the first name, surname and job title of the person responding to the complaint;
d) specification of the deadline by which the complaint will be resolved (if the complaint is considered in accordance with the customer's wishes)

2. If the complaint is not upheld, the response to the complaint will include information about the possibility of:
a) submitting a request for consideration of the case to the Financial Ombudsman;
b) bringing an action before a common court (indicating the court and describing the entity that should be sued);
c) take advantage of the possibility of amicable dispute resolution.

§ 7. Information on the possibility of out-of-court dispute resolution related to the payment service provided by the Operator

1. In the event of a dispute with the Operator, a customer who is a consumer may seek assistance from the Municipal or District Consumer Ombudsman.

2. If the customer's claims are not accepted in the complaint handling procedure, the customer may:
a) submit a request to the Financial Ombudsman for dispute resolution;
b) bring an action before a common court;
c) use the amicable dispute resolution procedure; MEEST

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