TERMS AND CONDITIONS
INTERNET SERVICE
MEESTPAY

Chapter I. Preliminary provisions

§ 1
[General Provisions]

1. These Terms and Conditions have been prepared on the basis of the relevant provisions of the Act and the Payment Services Act and set forth the rules for the use of the Website and the Payment Instrument, during the term of the Agreement and the Payment Instrument Agreement, made available through the Website or the Application, as well as:
   1) Types and scope of Services provided electronically;
   2) terms and conditions of the Services;
   3) conditions for the conclusion and termination of the Agreement;
   4) terms and conditions of the Payment Instrument Issuance service;
   5) Terms and conditions for the conclusion and termination of the Payment Instrument Agreement;
   6) Filing and processing of Complaints.
2. Each User or Customer is obliged to become familiar with the content of these Regulations and to comply with their provisions.
3. The provisions of the Terms and Conditions, the Agreement, the Payment Instrument Agreement, together with the provisions of the law in force in the territory of the Republic of Poland, determine the rights and obligations of Users and Customers, as well as the rights, obligations and responsibilities of the Administrator.
4. The Regulations are an integral part of the Agreement and the Payment Instrument Agreement.
5. These Regulations have been drawn up in the Polish language and the Polish language version shall be the sole basis for its interpretation. The law applicable to all legal relations arising from these Regulations shall be the law in force in the territory of the Republic of Poland.
6. Any disputes arising out of or in connection with the Regulations shall be resolved by the common courts of competent jurisdiction in the territory of the Republic of Poland, unless the Regulations provide otherwise.
7. These Terms and Conditions are made available to Users and Customers on a Durable medium, free of charge through the Service in a form and manner that allows them to become familiar with their contents before concluding the Agreement and the Payment Instrument Agreement and to accept, download, record and print them.
8. The User or Customer is obliged to familiarize himself/herself with the content of the Regulations before concluding the Agreement and the Payment Instrument Agreement and starting to use the Services, including the Payment Instrument Issuance and Money Transfer services. Detailed terms and conditions of the Money Transfer service, in accordance with the provisions of the Payment Services Act, are set forth in the Payment Services Regulations.
9. The User, using the Website and the Payment Instrument at his own expense, shall bear the fees associated with Internet access and data transmission in accordance with the tariff of his operator.
10. Within the Service, the User, who is the Purchaser, has the technical possibility to place a debit order to his Payment Card account and then credit the Recipient's payment card account, within the framework of the "Card-to-Card" Service provided to him by the Partner.
11. The "Card-to-Card" Service is provided directly by the Partner under the terms of a separate document - Single Transaction Agreement, available at https://meestpay.com. Meest does not provide the "Card-to-Card" Service to any extent.

§ 2
[Definitions]

Whenever the Regulations refer to:

1) "**Administrator**" or **"Meest**"- it should be understood to mean the entity managing the Service - **Meest Transfer sp. z o.o.,** based in Ostrowiec Świętokrzyski, Sienniеńska 11/2.15 Street, 27-400 Ostrowiec Świętokrzyski, registered in the register of entrepreneurs kept by the District Court in Kielce, X Economic Department of the National Court Register under the KRS number: 0000326242, NIP: 9562248359, REGON: 340551774, website address: https://meestpay.com, e-mail address: mt.biuro@meest.com;
2) "**Email Address**" - means the User's or Customer's current e-mail address provided and confirmed by the User or Customer during the Verification process, as well as any subsequent e-mail address provided by the User or Customer to replace the previous e-mail address; a User or Customer may use only one e-mail address, and the e-mail addresses of two or more Users or Customers may not be the same;
3) "**Application**" - shall mean the mobile application provided by Meest, installed on the cell phone (smartphone) or other supported (supported) electronic device of the User or Customer, through which the User or Customer accesses the Services and Payment Services;
4) "**Issuing bank**" - should be understood as the issuer of the Payment Card to the Sender or Recipient, respectively;
5) "**Data**" - it should be understood as any information provided by the User or Customer in connection with the Verification process or during the use of the Service or the Payment Instrument, using the functionalities provided by the Service, including Personal Data;
6) "**Personal Data**" - shall mean the personal data referred to in Article 4(1) of the RODO, concerning a User who is a natural person;
7) "**Password**" - should be understood as an individual Password created by the User or Client, protecting the Account from unauthorized access by third parties, being a sequence of characters, being a combination of upper and lower case letters, digits and special characters, established by the User or Client during the registration process and used to identify the User or Client, as well as any subsequent Password given by the User or Client to replace the previous Password; the User or Client may use only one Password, and the Passwords of two or more Users or Clients may not be the same;
8) "**Payment Instrument**" - shall be understood as a Service, being a personalized device or set of procedures agreed upon between the Customer and Meest, used by the Customer to place payment orders and use Payment Services; a Payment Instrument shall not constitute an instrument to which the placement of two or more payment brands or payment applications of the same payment brand has been applied;
9) "Payment **card**" - it shall be understood as a payment card issued under the Visa or MasterCard systems, authorized by the regulations of these systems to perform transactions without physical presence;
10) "Customer" - it shall be understood as the User for whom Meest provides the service of Issuing a Payment Instrument on the basis of the Payment Instrument Agreement concluded with it;
11) "**Authentication Code**" - it should be understood as the code that the User established during Account Registration;
12) "**Account**" - should be understood as a part of the Service, made available individually to each User or Client by the Administrator, serving the use of the functionalities of the Service and collecting information about the User's or Client's activities within the Service;
13) "**Consumer**" - it should be understood as the Consumer referred to in the Terms of Service;

14) **"Login**" - should be understood as a unique name of the User or Customer, created by the User or Customer, securing the Account from unauthorized access of third parties;

15) "**Identification Method**" - shall mean the technical method of identification of the identity of the User or Customer established by the User or Customer through the Site, using the Authentication Code, which enables the use of the Payment Services;

16) "**Sender**" - shall mean the User who is the Cardholder and the payer under the "Card-to-Card" Service;

17) "Mobile **Phone Number**" - means the telephone number used in the User's or Customer's electronic means, provided and confirmed by the User or Customer during the Verification process, as well as any subsequent Mobile Phone Number provided to replace the previous Number;

18) "**Recipient**" - it should be understood as the User who is the Cardholder and recipient of the Card-to-Card Service;

19) "**Partner**" - it shall be understood as **Fenige sp. z o.o.** with its seat in Warsaw, 38 Promienna St., registered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the number: 0000461471, NIP 118-209-20-36, REGON 146693435;

20) "**Privacy Policy**" - shall mean the document published on the Website at: https://meestpay.com , which constitutes information regarding the Administrator's privacy and Personal Data protection rules in force and applied by the Administrator;

21) "**Money Transfer**" - it shall be understood as Money Transfer as referred to in the Payment Services Regulations;

22) "**Cardholder**" - it should be understood as an adult natural person holding a Payment Card issued by the issuing Bank;

23) "**Terms and Conditions**" - shall mean these Terms and Conditions of the MeestPay website, available on the Website at: https://meestpay.com ;

24) "**Payment Services Terms and Conditions**" - it shall be understood to mean the Administrator's Terms and Conditions for the provision of money transfer payment service through MeestPay, available on the Website at: https://meestpay.com ;

25) "**Complaint**" - it should be understood as a speech addressed to a financial market entity by its customer, in which the customer raises concerns about the services provided by the financial market entity;

26) "**RODO**" - shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 **on the** protection of natural persons 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);

27) "Service" - means the Company's IT and functional solution, which is MeestPay's online service, accessible through the Website or the Application;

28) "**Website**" - refers to the Administrator's website, available at: https://meestpay.com ;

29) "**Durable carrier**" - shall mean the Durable Medium referred to in the Payment Services Regulations;

30) "**Contract**" - should be understood as an agreement concluded for an indefinite period of time, in the Polish language, between the User and Meest, the subject of which is the provision of Services by Meest to a given User; the Regulations are an integral part of the Agreement;

31) "**Payment Instrument Contract**" - shall mean a contract concluded for an indefinite period of time, in the Polish language, between the Customer and Meest, the object of which is to provide the service of Issuing a Payment Instrument; the Terms and Conditions are an integral part of the Payment Instrument Contract;

32) "**Services**" - shall mean the activities or services referred to in § 3.1 of the Regulations, which constitute services provided electronically within the meaning of the Act on the territory of the Republic of Poland;

33) **"Card-to-Card**" service - a service provided by the Partner to the Sender, which consists in debiting the Sender's payment card account on his order and crediting the Recipient's payment card account;
34) "**Payment Services**" - means the Money Transfer Service and the Payment Instrument Issuance Service provided in the territory of the Republic of Poland, by Meest, in its capacity as a national payment institution, on the basis of a permit granted by the Financial Supervision Commission;
35) "Act" - it shall mean the Act of July 18, 2002 on the provision of electronic services;
36) "Payment **Services Act**" - means the Act of August 19, 2011 on payment services;
37) "**User**" - should be understood as an adult natural person who has completed a valid Verification and uses the Service, and who was at least 18 years of age at the time the Verification process began;
38) "**Verification**" - shall mean the identification and verification of the User, performed in accordance with the Regulations;
39) "**Issuance of Payment Instrument**" - shall mean a payment service provided in the territory of the Republic of Poland, as referred to in Article 3(1)(4) of the Payment Services Act, consisting in the issuance (development, enabling operation and use, and administration) of a Payment Instrument by Meest to the Customer.

Chapter II. Use of the Service

§ 3
[**Service**].

1. The object of the Service is to perform electronically, during the term of the Agreement and the Payment Instrument Agreement, under the terms and conditions set forth in the Regulations and using the ICT functionalities available within and through the Service, by Meest for the User or Customer, without the simultaneous presence of the parties (at a distance), the following activities including enabling:
   1) confirming and adding and storing Data;
   2) Access to Data and information about the Payment Services provided;
   3) Use of Payment Services;
   4) Exchange of information between the User or Customer and the Administrator;
   5) Access to the Administrator's contact information;
   6) Directing Complaints to the Administrator.
2. Use of the Services through the Site requires prior execution of the Agreement and Payment Instrument Agreement. Meest does not perform the Services after termination of the Agreement or Payment Instrument Agreement.
3. Conclusion of the Agreement or Payment Instrument Agreement allows the User or Customer to establish one Account. The Services can only be accessed through the Account after the Verification process is completed in accordance with the Terms and Conditions.
4. It is forbidden to provide or distribute through the Service any unlawful or offensive content, content that may be misleading, and content that contains viruses or that may cause disruption or damage to the Service.
5. All rights to the Website and the Services provided, and to each of their components or functionalities (including software, functional layout, graphic elements, databases and works presented on the Website and Services), with the exception of content from Users or Customers, belong to Meest and are protected by law. It is forbidden to interfere with any components and functionalities of the Website without the Administrator's written consent, in particular by reproducing, distributing, modifying, blocking or deleting them.
6. Use of the Services does not imply acquisition of any copyright in the Site, its components or functionality.

§ 4
[**Data**].

1. Data is provided to the Service by the User or Customer voluntarily.
2. Data is processed within the Service by the Administrator to enable the performance of the Services, regardless of the fact and extent to which it is made visible on the Service.
3. The data, constituting Personal Data, is subject to legal protection by the Administrator under the provisions of the RODO.
4. The rules, related to the processing of Personal Data on the Website by the Administrator, are set out in the Privacy Policy.
5. In addition, the rules for the processing of Personal Data are determined by the special regulations of the Administrator's data protection policy.

§ 5
[Technical Terms of Use]

1. In order to use the Service, it is necessary to meet the following technical requirements:
   1) Internet access;
   2) User's electronic device with a web browser installed and updated to the latest available version;
   3) A cell phone (smartphone) or other electronic device of the User or Customer, with the operating system installed and updated to the latest available version (if using the Application).
2. The User or Customer should follow the instructions provided by the Administrator on the Website and in the Terms of Service, and any action taken by the User to the contrary (intentionally or unintentionally), is done at his/her sole responsibility and risk.
3. The website uses *cookies*. The rules of using *cookies* can be changed in the settings of the Internet browser used by the User or Client. Detailed information on *cookies is* provided in the Privacy Policy

§ 6
[Registration].

1. Registration on the Site is part of the Verification process.
2. Registration on the Website is voluntary and free of charge and is carried out through the registration form available in the Application or on the Website. Based on the Data provided in the registration form, an Account is created.
3. It is not possible to use the Service anonymously or using a pseudonym.
4. In the course of registration, the following Data must be provided:
   1) User's Name;
   2) Date of birth,
   3) Nationality,
   4) Identity document identification number,
   5) Address of current residence/residence,
   6) Email address;
   7) Cell Phone Number.
   8) Details of the Payment Card (card number, expiration date, CVV/CVC code) whose account is to be debited,
   9) Recipient's Name,
   10) Recipient's phone number,

11) Number of the Recipient's Payment Card, whose account will be credited with the transaction amount.

5. The data provided in the registration form, in particular those specified in Paragraph 4 items. 1-4 above, are subject to verification during the process of remote confirmation of identity, the so-called videverification. During this process, the User is required to submit an identity document in order to confirm individual identification data, take a "selfie" photo in order to compare biometric data of the User's face and the person appearing in the identity document.
6. The User or Customer may at any time review and should update the Data on the Website to the extent that the ICT functionalities of the Website allow it and it results from the facts.
7. A User's or Client's actions that may impede or destabilize the operation of the Service or Payment Instrument are unacceptable. If the Administrator finds that a User or Client is engaging in such activities, the Administrator also reserves the right to immediately block such User's access to the Service or Payment Instrument. In such a case, the Administrator may also take appropriate legal action to remedy the damage suffered.
8. It is forbidden to take any action of destroying, altering, deleting, damaging, obstructing access to the Account of other Users or Customers, as well as to take any action to the detriment of the Administrator, other Users, Customers and others.
9. It is unacceptable for a User or Client to provide unlawful content, including untruthful content, to the Service or Payment Instrument, in particular to provide Personal Data to which the User or Client is not entitled, including any Personal Data concerning third parties.
10. In the event of loss of the Password, the User or Customer may establish a new Password using the Login Data Reminder option on the Application start screen. Changing the Password requires authentication with the Security Code that the User established during Account Registration.
11. The User or Customer may at any time request the deletion of his/her Account, which will result in the termination of the User or Customer's access to the Services and the termination of the Agreement and the Payment Instrument Agreement.
12. In order to delete the account, the User or Customer shall send a request to the Administrator via the Service. The Account shall be deleted by the Administrator immediately upon receipt of the request referred to above, subject to paragraph 12 below.
13. Bearing in mind the need to verify the correctness of the submission of the application referred to in paragraph 11 above, the Administrator reserves for himself 30 days for the final removal of the Account.
14. Accounts that have not been logged in for at least three months may be deleted by the Administrator and the Agreement and Payment Instrument Agreement terminated by notice.
15. The Administrator reserves the right to discontinue providing some or all components or ICT functionalities of the Website, for a specified period of time, including disabling the use of the Account by the User, in cases referred to in § 13.6 of the Regulations.

§ 7
[**Sharing the Service**].

1. The service is the subject of Meest's exclusive rights protection.
2. The Service's software used by Meest and their updates together with the source code are the subject of Meest's copyright.
3. Downloading and installing the components of the Service (if such components will be subject to downloading and installation), including the Application, does not result in the acquisition of ownership of such components by the User or Customer. From the moment the User or Customer installs the components of the Service, including the Application, Meest grants the User (Customer) a royalty-free, non-exclusive, non-transferable and territorially unlimited license to use such components, including the

Application and the functionalities provided therein. The license is granted to the User (Customer) by Meest exclusively for the term of the Agreement and the Payment Instrument Agreement.

4. The license referred to in paragraph 3 above includes:
    1) downloading components of the Service, including the Application;
    2) downloading updates to components of the Service, including the Application;
    3) installation of components of the Service, including the Application, on a device belonging to the User or Customer;
    4) use of the components of the Website, including the Application, on a device belonging to the User or Customer in accordance with the functionalities of the components of the Website, including the Application.
5. The user or customer is not entitled to:
    1) use of components of the Website, including the Application, in a manner contrary to the provisions of the law and the provisions of these Regulations;
    2) copy and distribute components of the Website, including the Application, or copies thereof, including selling, lending or renting them. In particular, you or the Customer shall not be entitled to authorize others to use components of the Website, including the Application, unless permitted by applicable law;
    3) making changes to components of the Service, including the Application, creating developments of components of the Service, including the Application, and distributing or using developments of components of the Service, including the Application;
    4) any conversion of the code of the components of the Service, including the Application, except in cases where such operations are permitted by the provisions of applicable law and provided that the User or Customer absolutely complies with such provisions, including to the extent that the provisions permit such operations.
6. The User or Customer is obliged to use the Service in accordance with its purpose. Prohibited is:
    1) use of the Service in a way that interferes with its operation, in particular through the use of certain software or devices;
    2) taking such actions as:
        a) providing or sending out using the Service unlawful content, including in particular unsolicited commercial information;
        b) Use of the Service on another person's device without their consent;
        c) taking IT or any other action to obtain the ability to use the Service on another person's device without their consent;
        d) Use of the Service in a manner that is disruptive to others or to Meest.
7. It is forbidden for the User or the Customer to take any action beyond that specified in paragraph 4 above.
8. Violation of the rules of use of the Service may result in the blocking of the User's access to the Service and termination of the Agreement by Meest in accordance with the provisions of these Terms and Conditions, which does not preclude Meest from taking any action to draw legal consequences against the User.

Chapter III. Issuance of the Payment Instrument

§ 8
[Preliminary Provisions]

1. Meest provides the service of Issuing a Payment Instrument in its capacity as a national payment institution entered in the register of the Financial Supervision Commission of payment service providers under number IP56/2023.
2. Meest's supervisory authority is the Financial Supervisory Commission (FSC).

3. In order to use the Payment Instrument, it is necessary to comply with the conditions of use of the Service, referred to in Chapter II above, applicable to the Payment Instrument, respectively.
4. With respect to the Payment Instrument, no spending limit is set for payment transactions, performed with the Payment Instrument.

§ 9

[Conclusion of Payment Instrument Agreement].

1. In order to use the Payment Instrument Issuance service, it is necessary to conclude an Agreement and a Payment Instrument Agreement. The conclusion of the Agreement and the Payment Instrument Agreement is conditional on proper completion of the Verification process by the Client, taking into account § 6 of the Terms and Conditions, and possession of an Account.
2. Before concluding the Agreement and the Payment Instrument Agreement, the User should successfully complete the Verification process. As part of the Verification process, the User, in accordance with the instructions provided through the Service:
   1) provides the following information:
      a) provided for in § 6(4) of the Regulations;
      b) other information indicated through the Service, including information necessary for Meest under separate regulations to assess the economic relationship to determine the purpose and intended nature, source of property or source of property values (optional);
   2) submits the statement required by the Service on:
      a) occupation of a politically exposed position by the User or the User's beneficial owner, including being a family member or a person known to be a close associate of a politically exposed person;
      b) familiarization with and acceptance of the Terms and Conditions, Payment Services Terms and Conditions and Privacy Policy;
      c) Voluntarily join the use of the Service and the Payment Instrument;
      d) The timeliness and veracity of the Data provided in the Verification process;
      e) processing of Personal Data and marketing consents provided.
3. Upon completion of all the steps referred to in paragraph 2 above, the User is informed of the positive or negative result of the Verification through the Service.
4. A negative result of Verification results in Meest's refusal to conclude the Agreement and the Payment Instrument Agreement. A negative result of Verification may occur in particular when the provided data is incomplete or inconsistent with the data resulting from the uploaded scan or photo of the document stating the User's or Customer's identity.
5. In situations prescribed by law, Meest has the right to terminate the Verification on its own with a negative result without giving any reason.
6. As soon as the User is informed of a positive result of the Verification, the Agreement and Payment Instrument Agreement are concluded, based on which Meest provides the Services and the Payment Instrument Issuing Service, and enables the provision of the Money Transfer Service under the rules provided by the Payment Services Regulations.
7. Meest allows the User to repeat the Verification process in case of technical problems related to the Service.
8. In the event that the data, information and documents that formed the basis of the Verification are altered or found to be in error, the User or Customer shall immediately contact Meest via the contact form and provide updated and correct data, information and documents.

§ 10
[Use of Payment Instrument].

1. The Customer shall use the Payment Instrument in accordance with the Terms and Conditions and shall immediately report to Meest the loss, theft, misappropriation, unauthorized use of or access to the Payment Instrument in any respect, including through loss, theft, misappropriation or unauthorized use of the Email Address, Password and Authentication Code:
   1) via contact form at: https://meestpay.com/pl/kontakty/ ;
   2) via e-mail - to the e-mail address: info@meestpay.com ;
2. Information is provided in the manner described in paragraph 2 above free of charge. The Supplier shall confirm to the Customer the receipt of the request, in response to the request, in the manner in which the request was submitted.
3. The Customer may use the Payment Instrument only through the Service, after logging in using the Login and Password, in accordance with the instructions provided through the Service.
4. Each time you access the Payment Instrument, you will need to enter the Authentication Code, according to the instructions provided through the Service.
5. Making the Payment Instrument available to unauthorized persons, including by disclosing any login or access data to them, is prohibited.
6. Meest is entitled to restrict the Customer's use of the Payment Instrument under the terms of the Terms of Service for the Service.
7. The customer has the right to make individual settings through the Service and under the terms indicated therein and to modify them to the extent:
   1) Login and Password;
   2) Email Address and Number ;
   3) Identification methods;
   4) other identification data of the Client provided in the Verification process.
8. Detailed rules for the provision of the Money Transfer service and liability for the execution of the Money Transfer service using a Payment Instrument are set forth in the Payment Services Regulations.
9. The issuance and use of the Payment Instrument is free of charge. The use of the Money Transfer service is subject to a fee The fee amount is shown in the calculator and depends on the country of the recipient, the withdrawal method and the selected currencies. The final fee amount can be checked in the customer panel after logging in.

§ 11
[Payment Instrument Lockout].

1. Meest has the right to block the Payment Instrument in the following cases:
   1) under the conditions provided by law or the provisions of the Regulations;
   2) For reasons justified by the security of the Payment Instrument;
   3) in connection with suspected use of the Payment Instrument in violation of the law or the provisions of the Regulations;
   4) Intentionally causing an unauthorized payment transaction through a Payment Instrument.
2. Meest shall inform the Customer of the blocking of the Payment Instrument by e-mail, at the E-mail Address, prior to the blocking, and if this is not possible - immediately after the blocking, unless it is unjustified for security reasons or prohibited by law.
3. Meest unblocks the Payment Instrument if the grounds for applying the blockade no longer exist.

Chapter IV. Liability

§ 12

1. The Administrator does not guarantee uninterrupted and uninterrupted availability of part or all of the Service or Payment Instrument for all Users or Customers. The Administrator allows for the occurrence of interruptions or disruptions in the availability and use of the Service or Payment Instrument, in particular, when this is caused by:
   1) necessary repairs, modifications or maintenance of hardware or software used in the operation of the Service or Payment Instrument;
   2) causes beyond the Administrator's control or dependent on the User or Customer (force majeure, acts or omissions of Users, Customers, acts or omissions of third parties for which the Administrator is not responsible).
2. The Administrator shall take steps to ensure that the information originating from the Administrator appearing within the Service or Payment Instrument is reliable, complete, truthful and up-to-date. However, the Administrator does not guarantee that any information, available within the Service or Payment Instrument, will not be used for any purpose by a User, Customer or a third party for which the Administrator is not responsible.
3. The administrator is not responsible for:
   1) disruptions in the operation of the Service or payment instrument, caused by force majeure, equipment failure, unauthorized interference by Users, Customers or other persons;
   2) temporary impediments or inability to use the Service or Payment Instrument (Users or Customers will be notified of planned technical interruptions and their duration through the Service or Payment Instrument);
   3) Any damage resulting from the lack of reliability of information and data provided by Users or Customers;
   4) technical problems or technical limitations occurring in the computer equipment, terminal device, data communications system and telecommunications infrastructure used by the User or the Customer, which prevent the correct use of the Service or the Payment Instrument;
   5) negative consequences of failure to log out of the Service or Payment Instrument at the end of a given session and use of the "*remember me*" type option by the User or Client on a device that is also used by other persons, and for other damages related to the User's or Client's use;
   6) for the consequences of the use of ICT components or functionalities of the Service or payment instrument by the User or Customer, including in the User's or Customer's computer system;
   7) any acts or omissions of the User, Customer or third parties for which the Administrator is not responsible.
4. If the Service or Payment Instrument includes links (references) to websites that enable the use of websites and electronic services that are not provided and provided by the Administrator, the Administrator shall make every effort to eliminate links to websites that contain content contrary to the applicable law, the Terms of Service, the Privacy Policy or the Terms of Payment Services. In such case, however, the Administrator shall not be responsible for the current content of websites over which, due to the nature of electronic services and the possibility of posting website content by various persons (including Users, Customers or third parties for whom the Administrator is not responsible), the Administrator has no control. As a consequence of the above, the Administrator indicates that:
   1) Users or Customers use websites and electronic services operated by entities other than the Administrator, solely at their own risk;
   2) The Terms and Conditions, Privacy Policy and Terms and Conditions of Payment Services do not apply to websites and electronic services provided by entities other than the Administrator; in such

case, the rules of use of websites or electronic services set by the entities that provide them shall apply.

Chapter V. Withdrawal and Termination of the Agreement and Payment Instrument Agreement.

§ 13

1. The User who is a Consumer has the right to withdraw from the Agreement and the Payment Instrument Agreement within 14 (fourteen) days of its conclusion, without giving any reason. A model withdrawal statement is attached to the Terms and Conditions.
2. To meet the deadline referred to in paragraph 1 above, it is sufficient to send a written statement of withdrawal by mail before the expiration of the indicated deadline (postmark date). Given the form of communication adopted, it is permissible to submit a statement of withdrawal in electronic form, via e-mail, sent from the address indicated in the registration process.
3. In the event of withdrawal, the Agreement and the Payment Instrument Agreement are considered not concluded. If you start using the Services before the expiration of the 14-day withdrawal period, Meest has the right to demand payment for the Services that have already been performed.
4. The Agreement and the Payment Instrument Agreement between Meest and the User or Customer shall terminate as a result of a notice of termination, at the end of the notice period.
5. The User or the Customer may terminate the Agreement and the Payment Instrument Agreement, at any time, without giving any reason, with 1 month's notice counted from the date of delivery of Meest's statement.
6. Meest may terminate the Agreement upon the occurrence of any of the following reasons:
    1) violation by the User or Customer of a provision or provisions of the Terms and Conditions or Payment Services Regulations, in any respect;
    2) Meest's receipt of information on suspicion of a misdemeanor or crime committed or committed by a User or Customer;
    3) use by the User or Customer of the Service or payment instrument in a manner that is inconsistent with the Terms of Service, Payment Services Regulations or applicable laws;
    4) violation by the User or the Customer of a provision of the law, being at the same time a violation of the Terms and Conditions or the Payment Services Regulations;
    5) an act or omission of the User or Customer that hinders or prevents Meest from performing its obligation under the Terms and Conditions, Payment Services Regulations or a provision of law;
    6) Meest's receipt of information that User:
        a) was included in the list of public warnings, maintained by the Financial Supervision Commission;
        b) has been included in the list referred to in Article 118 (1) of the Law of March 1, 2018 on the Prevention of Money Laundering and Financing of Terrorism or in Article 2 of the Law of April 13, 2022 on Special Measures to Counteract Support for Aggression against Ukraine and to Protect National Security;
    7) Meest's inability to perform its obligations under the application of financial security measures, as defined in the anti-money laundering and counter-terrorist financing legislation;
    8) Use of the Payment Instrument for money laundering or terrorist financing;
    9) issuance against Meest of a final decision or ruling prohibiting Meest from conducting Payment Services activities;
    10) entry into force of laws, the effect of which is the necessity to discontinue the Payment Services business performed by Meest;
    11) the entry into force of legislation that introduces the need for Meest to terminate the Agreement;
    12) discontinuation by Meest of the provision of Payment Services.

7. Termination by Meest in the case of circumstances referred to in paragraph 6 above Meest and shall be carried out with 2 months' notice calculated from the date of delivery of the statement to the User or Customer, unless a different notice period or the obligation to terminate the agreement without notice (with immediate effect) is provided by law.
8. The termination referred to in paragraphs 4 - 7 above may take place in the form:
    1) written;
    2) electronic:
        a) in the case of termination by the User - from the User's e-mail address, provided at registration, to the following Meest e-mail address: info@meestpay.com;
        b) in the case of termination by Meest - from the following Meest email address: info@meestpay.com, to the User's email address provided at registration.
9. Termination of the Agreement and the Payment Instrument Agreement will result in deletion of the Account. You may terminate the Agreement by requesting the deletion of your Account, which you may do by contacting Meest at the following email address: info@meestpay.com or through the contact form available after logging into the Account. The deletion of the Account will be confirmed by Meest by sending a message to the User's email address provided at registration.
10. In the event of termination of the Agreement and the Payment Instrument Agreement for any reason, Meest and the User agree to make any settlement of existing claims between themselves no later than 30 days from the date of termination. After the expiration of the aforementioned period, each party shall be entitled to pursue unsatisfied claims on general terms for its own account. This provision does not constitute an extension of the Agreement and Payment Instrument Agreement and the obligations arising therefrom.
11. Withdrawal or termination of the Agreement shall simultaneously result in withdrawal or termination of the Payment Instrument Agreement. Withdrawal or termination of the Payment Instrument Agreement shall simultaneously result in withdrawal or termination of the Agreement. Withdrawal or termination of the Agreement or the Payment Instrument Agreement prevents Meest from providing Payment Services.

Chapter VI. Final Provisions

§ 14
[Amending the Rules]

1. Meest may amend the Regulations in the event of:
    1) introduction of new or repeal or amendment of generally applicable laws, including those relating to the Payment Instrument;
    2) change of the Service, as referred to in § 15 below;
    3) the need to adapt the Regulations to consumer protection requirements,
    4) issuance of court rulings or decisions, recommendations or recommendations of the National Bank of Poland, the Financial Supervision Commission or other public administration bodies affecting the provisions of the Regulations.
2. Meest shall, no later than two months prior to the proposed effective date of the change referred to in paragraph 1 above, inform the User or Customer of such change at the Email Address, along with information about the reason for the change and the effective date, the possibility and deadline for the User or Customer to submit in writing a statement of termination of the Agreement or Payment Instrument Agreement or to object to the change.
3. If prior to the proposed effective date of the amendment, the User or Customer:
    1) does not terminate the Agreement or the Payment Instrument Agreement or does not file an objection - the amendment is deemed to have been accepted and is effective as of the effective date of the amendment;

2) terminates the Agreement or the Payment Instrument Agreement - termination of the Agreement shall be effective as of the date of informing the Customer User of the change, without payment of fees;
3) objects to these amendments, but does not terminate the Agreement or Payment Instrument Agreement - the Agreement or Payment Instrument Agreement shall terminate on the day preceding the effective date of the proposed amendments, without payment of fees.

§ 15
[Change of Service].

1. The Administrator may make changes to the Service at any time.
2. Changes to the Service include modifying the Service or its components or functionality, discontinuing all or some of the Services or making modifications to those Services, as well as introducing new Services to be performed on the Service, at any time.
3. Amendments to the Service shall come into force and shall be binding on Users or Customers upon their implementation in the Service or upon the effective date of the amendment to the Terms and Conditions (if the amendment to the Service results in an amendment to the Terms and Conditions).

§ 16
[Complaints]

1. The User should direct Complaints on matters related to the use of the Service in the manner and according to the rules provided for in the "Regulations for processing Complaints at Meest Transfer sp. z o.o.", available on the Website at: https://meestpay.com unless the provisions of the Privacy Policy or the Terms and Conditions of Payment Services provide otherwise.
2. The method and time limit for processing Complaints is set forth in the "Rules of Procedure for the Processing of Complaints at Meest Transfer sp. z o.o.".
3. The User should address Complaints on matters related to the use of the Payment Instrument Issuance service in accordance with the Rules of Payment Services. The manner and time limit for processing Complaints in this regard is specified in the Payment Services Regulations.

§ 17
[Other Provisions]

1. The current Regulations and their archived versions are available to all Customers via the Website.
2. If any provision of the Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provisions, Meest, by amending the Terms and Conditions, shall promptly propose such provisions that conform to the law and the meaning and purpose of the invalid provisions.
3. Except as otherwise expressly provided in the Regulations and as far as the context of the Regulations permits, in these Regulations:
    1) terms in the singular also include the plural, and terms in the plural also include the singular;
    2) all references in these Terms and Conditions to the Service shall also refer to the Payment Instrument, and to the User shall also refer to the Customer unless the Terms and Conditions indicate otherwise;

3) all references in these Terms and Conditions to the Payment Instrument shall also refer to the Service, and to the Customer shall also refer to the User, unless otherwise stated in the Terms and Conditions.

4. During the term of the Agreement or Payment Instrument Agreement, the User or Customer has the right to request at any time that the provisions of the Agreement or Payment Instrument Agreement and the information specified in Article 27 of the Payment Services Act be made available to him/her on a permanent information medium. With the consent of the User or Customer, such information may be delivered by e-mail or posted on the Site.
5. The currencies handled by Meest in connection with payment transactions made through the Payment Instrument shall be those specified in accordance with the Payment Services Regulations.
6. Meest keeps Users or Customers informed through the Service about the possibilities and conditions for making payment transactions using the Payment Instrument, including new functionalities and new types of payment transactions.
7. During the term of the Agreement or the Payment Instrument Agreement, Meest shall make available to the User or the Customer at any time, at the User's or Customer's request, at the Email Address, information regarding the Payment Instrument.
8. The Regulations were adopted by resolution of the Board of Directors and come into force on the date of their adoption.
9. Amendments to the Regulations shall follow the procedure referred to in paragraph 8.

Appendix No. 1 *to the "Terms and Conditions of the MeestPay Internet Service".*

Statement of withdrawal - sample

....
User's Name

....
User's e-mail address

....
User's phone number

STATEMENT
withdrawal

I, the undersigned ...., holding identity document no. ...., residing at ...., address and place of residence ...., holding PESEL no. ...., declare that I withdraw from the Agreement and the Payment Instrument Agreement, concluded remotely on ...., in accordance with the provisions of the "Regulations of the MeestPay website" between me and Meest Transfer sp. z o.o., based in Ostrowiec Świętokrzyski, KRS no.: 0000326242.

At the same time, I declare that I am a consumer within the meaning of Article 22^1 of the Civil Code and I concluded the Agreement for purposes not directly related to business or professional activity.

....
Place, date and signature of the User

__Appendix No. 2__ to the "Terms and Conditions of the MeestPay Internet Service".

Statement of termination - template

....
Customer's name

....
Customer's e-mail address

....
Customer phone number

STATEMENT
notice

I, the undersigned ...., holding identity document no. ...., residing at ...., address and place of residence ...., holding PESEL no. ...., I declare that **I terminate the** Agreement and the Payment Instrument Agreement, concluded remotely on ...., in accordance with the provisions of the "Regulations of the MeestPay website", between me and Meest Transfer sp. z o.o., based in Ostrowiec Świętokrzyski, KRS No.: 0000326242, **with 1 month's notice**.

....
Place, date and signature of the customer