

# Terms and Conditions of “card-to-card” service

*These Terms and Conditions has been issued by Fenige Sp. z o. o. based in Warsaw*

## § 1. Definitions

Terms used in the content of these Terms and Conditions shall have the below assigned meanings:

- 1) **Bank** – the issuer of payment card of, accordingly, the Sender or the Recipient,
- 2) **Payment card** – a payment instrument issued under the Mastercard and Visa system, which allows Mastercard MoneySend and Visa Direct transactions to be made,
- 3) **Sender** – a natural person above 16 years of age, a legal person, or an organisational unit without legal personality, a holder of the payment card and a payer of the Service, who enters into an agreement with the Company on the basis of the Terms and Conditions,
- 4) **Recipient** – a natural person, a legal person, or an organisational unit without legal personality, a holder of the payment card and the recipient of the Service,
- 5) **Payment organisation** - Mastercard Europe SA and Visa Europe Services Limited.
- 6) **Terms and Conditions** – these terms and conditions,
- 7) **Website** – each website or mobile application through which the Company makes available software enabling the Sender to use the Service,
- 8) **Company** - Fenige Sp. z o.o. based in Warsaw, Promienna street 10, 03-672 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under number: 0000461471, Tax Identification Number 118-209-20-36 Business Registry Number 146693435,
- 9) **Service** - a service named 'card-to-card' provided by the Company for the benefit of the Sender, consisting in debiting the Payment Card account of the Sender at his order and crediting the Payment Card account of the Recipient, not being a payment service as defined by the Act of 19 August 2011 on payment services (consolidated text, Journal of Laws of 2016 item 1572, as amended).

## § 2. Initial provisions

1. The Supplier of the Service implemented on the basis of the Terms and Conditions is the Company.
2. The condition for using the Services by the Sender is to accept the Terms and Conditions prior to carrying it out. Acceptance of the Terms and Conditions means familiarisation with their content and results in an obligation to comply with their principles.

### **§ 3. Subject of the Terms and Conditions**

The subject of the Terms and Conditions is to define the principles the Company's provision of the Service for the Sender via the Website. Provision of the Service does not involve opening a payment account for the Sender as defined in the Act on payment services, and the Service itself is not a bank activity as defined by the Act of 29 August 1997- Banking Law (consolidated text, Journal of Laws 2017 item 1876, asamended).

### **§ 4. Registration**

1. In order to make the Payment Cards automatically available for the Sender in order to provide the Service, the Sender may register himself in the database of the Company using the Website, which will result in establishment of an individual account for the Sender in the Company's IT system, or, being already registered, log in to the individual account using the Website.
2. When making registration the Sender shall specify his true data, as follows: full name, identity document number, address of residence, e-mail address (being at the same time the login to the Sender's individual account), phone number and password used for logging in to the Sender's individual account.
3. After registration on the Service, the Sender will be redirected to the GetID system to undergo the identity verification process.
4. Deregistration from the Company's database does not result in the impossibility of using the Service. The Sender may still use the Service as the unregistered Sender.
5. The Sender may contact the Company in order to handle his individual account in the Company's IT system and request deregistration of his data from the Company's database by sending an e-mail to [contact@fenige.pl](mailto:contact@fenige.pl). The Company is obliged to deregister customer data within 30 days from such a request.

### **§ 5. Provision of the Service**

1. The Sender may use the Service only on the Website.
2. An order for provision of the Service, and hence for the Sender to enter into the agreement for its provision by the Company takes place after the Sender specifies required data specified in a paragraph concerning personal data processing and clicking 'Transfer' button.
3. Upon the receipt of the confirmation of the Service provision order, the Company sends to the Payment Organisation one message concerning debiting the Payment Card account of the Sender for the amount corresponding to the amount of transaction plus commission and second message concerning crediting the Payment Card account of the Recipient for the amount corresponding to the amount of transaction. Then the first message is transferred by the Payment Organisation to the Sender's Bank, and the second to the Recipient's Bank. In the event that the Sender's Bank confirms the possibility to debit, and the Recipient's Bank confirms the possibility to credit, the Service will proceed. In the event that the Sender's Bank refuses to debit or the Recipient's Bank refuses to credit, the Service will be aborted, and financial resources transferred are left at the Sender's disposal.
4. The Company collects from the Sender the amount of commission calculated on the basis of the amount of the transaction commissioned under provision of the Service according to the "Table of fees and limits" appended to the Terms and Conditions.

5. The Service provision order may be implemented up to the amount of transaction limits introduced by the Company in the "Table of fees and limits" appended to the Terms and Conditions. In the event that only a part of the ordered amount exceeds the limit the whole Service will be aborted.
6. The Service will be implemented by the Company within 30 minutes, no later than until the end of the next working day following the date of order. The hour on which a transaction is credited to the Payment Card account of the Recipient depends on the Recipient's Bank.
7. The Company may temporarily withhold implementation of the Service in order to explain a situation, reject an order to perform the Service or block the possibility for the Sender to order the Service provision in the following situations:
  - 1) the Sender breached the Terms and Conditions,
  - 2) the Sender did not receive correct or complete data necessary to implement the Service at the time provided for introducing data, including to accept the transaction amount,
  - 3) invalidity or stopping of the Sender's or the Recipient's Payment Card,
  - 4) refusal to implement the transaction by the Sender's or the Recipient's Bank,
  - 5) an attempt to make payment in a way inconsistent with the binding law, including suspected actions of a person unauthorised to use the Payment Card, or illegality of payment itself,
  - 6) orders of public authority, including prosecution bodies.

The Company shall not be liable for damage incurred by the Sender, due to default of the Service on the basis of one of the situations listed above.

8. The Sender undertakes to:
  - 1) comply with the principles of the Terms and Conditions and commonly binding Terms and Conditions,
  - 2) specify true, complete and up-to-date data in order to perform the Service,
  - 3) use due diligence to protect against unauthorised access a device, on which he is registered to his individual account, or where he enters data in order to log in into the Website.

## **§ 6. Personal data processing**

1. The Company is the controller of personal data.
2. Providing personal data in the necessary scope indicated by the Company is required to conclude and execute the agreement in the form of these Terms and Conditions.
3. The Company has appointed a Data Protection Officer who may be contacted at: [dpo@fenige.pl](mailto:dpo@fenige.pl) in matters regarding the processing of personal data by the Company.
4. Personal data is processed pursuant to regulations related to the protection of personal data valid on the territory of the Republic of Poland, also pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council dated 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) (OJ L 119 4.5.2016, p. 1):
  - a) to execute the Terms and Conditions – on the basis of the indispensability of personal data processing to execute the agreement in the form of these Terms and Conditions;
  - b) for analytical and statistical purposes – on the basis of the Company's legitimate interest, namely the analysis of the results of the Company's business operations;
  - c) for the direct marketing of the Company's products or services – on the basis of the Company's legitimate interest, namely the direct marketing of the Company's products or services;

- d) for marketing purposes (other than those referred in point c above) or to receive commercial information – on the basis of the Sender's voluntary consent;
  - e) to establishment claims, make claims, defend against claims and to exercise the Company's legal obligations – on the basis of the Company's legitimate interest, namely the use of the above rights and meeting legal obligations.
5. The Company is entitled to transfer information about ordered transactions to competent state and regulating authorities, provided that a breach of binding legal regulations is suspected, and also if such obligation results from legal regulations, including the Polish Act dated November 16, 2000 on the prevention of money laundering and terrorist financing (namely Journal of Laws 2017, item 1049).
  6. Personal data may be shared with entities participating in the processing of transactions as part of the Service, such as payment organizations, the Sender's Bank and the Recipient's Bank, as well as providers of IT services, providers of telecommunication services and providers of customer services to properly perform the Service, as well as to marketing agencies in order to provide marketing services and send commercial information.
  7. Each person whose personal data is processed by the Company has the right to access the data processed by the Company and related to that person, correct the data, amend it, demand to limit its processing, transfer, remove, object to further processing by the Company and to withdraw the consent for processing at any time, without affecting the lawfulness of processing based on consent before its withdrawal, in the case of expressing consent to process the personal data, by writing to: [contact@fenige.pl](mailto:contact@fenige.pl). If the three last rights are used, this means that providing the Service ceases, because it is impossible to provide the Service further.
  8. Personal data is processed for the period when the Sender has an account in the Company's Website as well as for a period necessary to perform the Service. In addition, personal data is processed in the necessary scope for accounting and tax purposes, as well as to prevent money laundering and financing terrorism for a period resulting from binding legal regulations, as well as to the necessary extent to establishment claims, make claims and defend against claims for the period of the expiration of claims resulting from these Terms and Conditions for the duration of proceedings which are underway.
  9. Each person whose personal data is processed by the Company has the right to file a complaint with regard to the processing of this person's data by the Company to a supervision authority dealing with the protection of personal data.

## **§ 7. Payment for the Service**

The Company collects fees for the provision of the Service in accordance with appendix to the "Table of fees and limits".

## **§ 8. Complaints**

1. Complaints related to non-execution of the Service or its execution not in line with the principles defined in the Terms and Conditions may be submitted:
  - 1) in writing – delivery to the address of the Company, or in person in the registered office of the Company, or

- 2) orally – by phone, at the number: + 576 140 180 , or in person in the registered office of the Company, or electronically, to the e-mail address: [contact@fenige.pl](mailto:contact@fenige.pl).
2. The complaint should contain:
  - 1) indication of the Sender,
  - 2) indication of the Service and the Website where it was performed, as well as description of the subject of the complaint,
  - 3) return address, on which the refund a response is to be sent.
3. The complaint should be submitted, in the first place, via the Website, which the Sender used to benefit from the Service, which substitutes submission of complaints using the channels of communication stated in passage 1. Exact forms and data of channels of communications through which complaints are to be submitted in such a way are made available to the Sender by the service provider of the Website, on the Website.
4. Examination of complaints and answering by the Company takes place immediately, no later than within 30 days from the date of receipt of the complaint. The deadline to reply is deemed observed if a response is provided prior to its expiry, in writing (by mail) or using a different durable carrier of information, unless other form of response was agreed with the Sender.
5. If the Company did not recognise the complaint of the Sender, who is a consumer, and the said does not agree with the decision of the Company, the Sender may request mediation by one of arbitration courts operating at provincial Trade Inspection Authorities. More information is available on the website of UOKiK: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).

## **§ 9. Final provisions**

1. The contract is concluded on the basis of the Terms and Conditions for the time of performing the Service.
2. The agreement concluded on the basis of the Terms and Conditions is governed by the Polish law. In cases not regulated in the Terms and Conditions the Polish legal terms and conditions are applied. To the contract concluded with the Buyer being the consumer the Act of 30 May 2014 on Consumer Rights applies (consolidated text, Journal of Laws 2017 item 683, as amended). Services provided on the basis of the present Terms and Conditions are, by its nature, provided immediately upon their ordering by the Sender. Owing to the above, the Sender, by virtue of the Terms and Conditions, expresses his consent to begin provision of the Services before the end of terms for withdrawal from a given contract/contracts following the procedure provided for in the Act on Consumer Rights. As a result, the Company informs that pursuant to Article 40 passage 6 item 1 of the said Act, as a result of complete performance of the contract for provision of the Service at the client's request within 14 days from ordering the Service, the Sender has no right to terminate the contract for provision of the Service within 14 days from its ordering.
3. Language used by the Company and the owner of the Website in communication with the Sender being the consumer is Polish, a language used on the Website, or English, should the Sender initiate exchange of messages in English.
4. Due to the fact that the Company does not come into possession of cash funds of the Sender or the Recipient under provision of the Service, the responsibility of the Company is limited to cases of default or improper performance of the obligation by a failure to send or improper sending of a message concerning debiting the Payment Card account of the Sender or crediting the Payment Card account of the Recipient to the Payment Organisation, or by non-performance of other liabilities of the Company towards the Sender, directly associated with the Service, unless non-performance or undue performance of the obligations is a

result of circumstances that are beyond the Company's control. Apart from this, the Company is not responsible for incorrect determination of the Recipient's data by the Sender (which may result in performance of the Service for the benefit of a person other than the Recipient), nor for any effects of a failure of telecommunication systems preventing or delaying exchange of messages, which is beyond the Company's control, nor for the action of force majeure.

5. The court competent to resolve disputes related to performance of the contract concluded on the basis of the Terms and Conditions is a court competent for the registered office of the Company, and in relations with consumers - the court of general competence for the defendant's place or the court of the place of performance of the contract. Unless it is inconsistent with the commonly binding legal Terms and Conditions, the above disputes may be resolved only by Polish courts.
6. These Terms and Conditions are made available for each Sender on the Website used by the Sender, in language used on this Website.
7. The Company reserves the right to change the Terms and Conditions for important reasons, that include:
  - 1) the need to adjust the Terms and Conditions to the current Terms and Conditions for the purpose of preserving its compliance with the law,
  - 2) the need to adjust the Terms and Conditions to rulings, orders, adjudications, recommendations of public authorities,
  - 3) change of the functionality of the Website or a manner of implementation of the Service,
  - 4) change in the process of registration or order placing on the Website,
  - 5) the need to explain ambiguities and correct errors or typographical errors,
  - 6) change of address and other data identifying the Company and other entities.

## Appendix to the Terms and Conditions of “card-to-card” service

### TABLE OF FEES AND LIMITS

According to the Terms and Conditions of “card-to-card” service, amount limits apply in the table below. The limit applies to one card.

Limits in other currencies are equivalent to the amounts in the table below.

#### I. Table of transaction limits

	Domestic transactions	Cross-border transactions
Daily limit	5 000 USD	5 000 USD
Monthly limit	10 000 USD	10 000 USD

#### II. Table of commissions

	Domestic transactions	Cross-border transactions
Commission	1.7% min. 1 EUR	2,7 % min. 1,5 EUR