TERMS AND CONDITIONS

AS OF 23th April 2021

Chapter I. General provisions

§ 1.
[**Introductory provisions**]

1. These Terms define the rules under which the Payment Services Provider (Monsas Sp. z o.o.) provides the Payment Services within the territory of Poland. Monsas Sp. z o.o. is a national payment institution under the Polish Financial Supervision Authority (KNF).
2. These Terms form an integral part of a framework agreement within the meaning of the Polish Act of 19 August 2011 on payment services and all subsequent amendments which are concluded between the Customer and the Service Provider.
3. The Service Provider is a body authorised by the Authority to provide Payment Services as a national payment institution, entered in the register of national payment institutions under the number IP49/2020.
4. The supervisory body for the Company is the Polish Financial Supervision Authority (KNF).

§ 2.
[**Definitions**]

The following definitions apply for the purposes of these Terms:

1. **Email Address** means a current email address of the Customer, provided and confirmed during the registration process, as well as any subsequent email address provided by the Customer to replace the previous email address; for the purposes of the provision of Payment Services, the Customer is allowed to use only one Email Address, and Email Addresses of two or more Customers may not be the same;
2. **Service Provider** or **Company** means Monsas Sp. z o.o. (*limited-liability company*) with its registered office in 02-566 Warsaw, ul. Puławska 2, Poland, email address: contact@monsas.pl website: www.monsas.pl
3. **Access Password** means a unique string of characters being a combination of uppercase and lowercase letters, digits and special characters, provided by Company in the Agreement and confirmed during the registration process and used to identify the Customer, as well as any subsequent Access Password provided by the Customer to replace the previous Access Password; for the purposes of the provision of Payment Services, the Customer is allowed to use only one Access Password, and Access Passwords of two or more Customers may not be the same;
4. **Payment Instrument** means a personalised device or set of procedures agreed between the Customer and the Service Provider, used by the Customer to give Orders;
5. **Customer or User** means the Payer or the Payee for whom the Service Provider provides Payment Services;
6. **Authentication Code** means a unique string of characters generated on a one-time basis by the Service Provider, sent as a text message to the Mobile Telephone Number of the Customer which is used to authorise Services and Transactions and to authenticate the Customer; the Customer is obliged to read Authentication Code during telephone conversation with Service Provider;
7. **Consumer** means a natural person who is a Customer and uses Payment Services provided by the Service Provider in a manner that is not directly related to their economic or professional activity;
8. **KNF** or **Authority** means the Polish Financial Supervision Authority;
9. **Mobile Telephone Number** means a telephone number used on electronic means of the Customer provided and confirmed during the registration process in accordance with the Terms as well as any subsequent mobile telephone number of the Customer, provided by the Customer to replace their previous telephone number, that has the ability to receive short text messages;
10. **Payee** means a natural person, a legal person or an organisational unit with no legal personality to whom legal capacity is granted under a statutory act and who is a recipient of funds which have been the subject of a Payment Transaction;
11. **Payer** means a natural person, a legal person or an organisational unit with no legal personality to whom legal capacity is granted under a statutory act and who gives a Payment Order;
12. **Money Remittance** means a Service which is a Payment Service and involves transfer of funds received from the Payer who is a Customer to the Payee or a service provider other than the Company who receives funds for the Payee;

13. **Credit Transfer** means a Service which is a Payment Service and involves crediting the Payee's payment account, in the event that a Transaction from the Payer's Payment Account is carried out by the Service Provider who keeps a Payment Account of a Payer who is a Customer, on the basis of an instruction provided by the said Payer;
14. **Entrepreneur** means a natural person, a legal person or an organisational unit with no legal personality to whom legal capacity is granted under a statutory act, who is a Customer and uses Payment Services provided by the Service Provider in a manner that is connected with their economic or professional activity that they carry out in their own name;
15. **Payment Account** means a payment account within the meaning of the Act, kept by the Company for the Customer, which serves the purpose of executing Transactions;
16. **Terms** means these Terms of Payment Services Provided by Monsas sp. z o.o.;
17. **Website** means an Internet platform operated by the Service Provider, accessed via the webpage at: www.monsas.pl;
18. **Strong Authentication** means authentication which ensures protection of the confidentiality of the Customer's data, based on the use of an Email Address, an Access Password and an Authentication Code where the User accesses a Payment Account, initiates an Order or carries out any other activity that may involve the risk of fraud associated with the Orders carried out or other abuse;
19. **Agreement** means a framework agreement for the provision of Payment Services, concluded between the Customer and the Service Provider;
20. **Services** means Payment Services as defined in § 3 (1) of the Terms, provided by the Service Provider to Customers based on a correctly given Order which involves execution of a Transaction;
21. **Payment Services** means payment services within the meaning of the Act, provided by the Company to its Customers on the basis of an authorisation of the Polish Financial Supervision Authority, which include:
    a) services enabling cash to be placed on a Payment Account, services allowing for cash withdrawals from a Payment Account and all the operations required for operating a Payment Account;
    b) provision of Services.
22. **Act** means the Polish Act of 19 August 2011 on payment services and all subsequent amendments;
23. **AML Act** means the Polish Act of 1 March 2018 on counteracting money laundering and terrorist financing;
24. **Currency Exchange** means an additional ancillary service which is closely connected with the provision of Payment Services and which is referred to in Article 74(1)(1)(a) of the Act;
25. **Transaction** means placement of funds on an account, transfer of funds, withdrawal of funds from an account, initiated by the Customer;
26. **Durable medium** means a medium which enables the Customer to store information addressed personally to them by the Service Provider in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored, including the information sent via email or in a text message;
27. **Order** means a declaration of the Customer's intent which is addressed to the Service Provider and contains an instruction requesting the Service Provider to execute a Transaction or Money Remittance**.**

Chapter II. General provisions on Payment Services

§ 3.
[**Introductory provisions**]

1. The Service Provider shall provide the following Services to the Customer under the conditions laid down in the Terms and the Agreement:
    a) Credit Transfer;
    b) Money Remittance;
    c) Keeping Payment Account
    d) Direct Debit
2. The provision of any of the Services may be connected with Currency Exchange.
3. List of currencies for which the Service Provider provides a Currency Exchange service is given to the Customer on a regular basis via the Website and information on exchange rates are provided by Service Provider to a Customer for the moment of telephone conversation. Service Provider uses the interbank exchange rates provided by the reputable agencies such as Bloomberg or Reuters.
4. The provision of Credit Transfer Services is connected with keeping a Payment Account for the Customer under the conditions laid down in the Terms.

§ 4.
[General conditions for starting the provision of Services]

1. The Company shall not start the provision of Services to the Customer unless an Agreement is concluded under the conditions laid down in the Terms. The Service Provider shall not provide any Payment Services unless an Agreement is concluded as provided for in the Terms.
2. The Agreement is concluded:
    a) in writing, at the registered office of the Company or through correspondence;
    b) in electronic form, with the use of qualified electronic signatures;
    c) in other form than that indicated in point a) or b) above, which, according to the Company, allows the identification of the signing Customer, in particular in electronic form, with the use of electronic signatures other than a qualified electronic signatures;

    by signing it, after successful completion of the registration processes and the identification and verification of the Customer as provided for in the Terms.
3. The processes of registration and Customer identification and verification are free of charge and the Service Provider shall not charge the Customer any fees or commissions for carrying out the said processes.
4. The Company shall ensure that:
    a) the webpage of the Website is operational and can be accessed free of charge;
    b) Customers are able to access and use the Website in a smooth and uninterrupted manner;
    c) the Customer uses Payment Services in a way that prevents unauthorised access to all data processed in connection with the provision of Payment Services;
    d) the Customer is identified by their personal data: forename, surname; Email Address, Access Password and Authentication Code each time they wish to use Payment Services;
    e) technical requirements are met that are necessary to end the use of Payment Services under the Terms.
5. Whenever technical inspections are planned that may involve temporary interruptions to the provision of technical Services, the Service Provider shall inform Customers about the said using the Email Address.
6. The Customer shall ensure that they have an operational mobile phone number and an active Telephone Number.

§ 5.
[Agreement and its conclusion]

1. The Agreement shall be concluded upon the successful completion of the processes of registration and Customer identification and verification. If any of the above processes are not successfully completed for any reason, the Agreement shall not be concluded.
2. The Agreement is concluded for an indefinite period of time.
3. The registration process includes:
    1) supplementing a counterpart of the Agreement which involves:
        a) providing the following data – for a natural person who is a Consumer:
            (i) forename and surname;
            (ii) nationality;
            (iii) PESEL Personal ID Number/ Passport or a date of birth if no PESEL Personal ID Number/ Passport has been assigned;
            (iv) country of birth;
            (v) series and number of the document confirming the person's identity,
            (vi) address of residence;
        b) providing the following data – for a natural person who is an Entrepreneur:
            (i) the data referred to in § 5(3)(1)(a) above;
            (ii) name (of business), tax identification number and address of the principal place of business;
        c) providing the following data – for a legal person or an organisational unit with no legal personality:
            (i) name (of business) and organisational form,
            (ii) registered office address or business address,
            (iii) tax identification number, and in the absence of such a number – country of registration, commercial register and the number and date of registration;

(iv) forename and surname and PESEL Personal ID Number/ Passport (or a date of birth if no PESEL Personal ID Number/ Passport has been assigned) of a natural person or persons representing a legal person or an organisational unit with no legal personality.

d) providing the Email Address;

e) providing the Mobile Telephone Number;

f) Specifying the currency of the account

2) submitting, and adding to a counterpart of the Agreement, relevant statements to confirm that the person has read, accepts and undertakes to comply with the Terms, together with other statements, including those related to:

a) processing of personal data;

b) giving consent for the provision of information referred to in Article 27 of the Act and the provisions of the Terms by placing them on the webpage as part of the Website, provided that the webpage allows access to it for a period relevant for the purposes of the provision of such information and allows for reproduction of the information stored in an unchanged form;

3) confirming the Email Address after submitting the statements referred to in § 5(3)(2) above.

4. The registration process is complete upon confirmation of the Email Address as provided for in § 5(3)(3) above. The Company confirms the completion of the registration process by sending an electronic message to the Email Address. The electronic message sent to the Customer informs them about:

1) location of the Terms on the Website;

2) further steps to be taken by the Customer to start using Payment Services.

5. The Customer may change the Email Address, the Access Password or the Telephone Number. Such changes should be made in a manner consistent with the Terms and they shall require the Customer to contact the Service Provider personally, by correspondence or at telephone number [+48 22 104 60 91], after successful verification of the Customer.

6. In connection with their use of Payment Services, the Customer:

1) may not use Payment Services or use the Email Address or the Access Password in a way that violates the law, the provisions of the Terms or accepted principles of social coexistence;

2) may not commit acts towards the Service Provider or the Service Provider's employees that violate the law or accepted principles of social coexistence;

3) may not share the Access Password with any other persons or use the Access Password in any manner that is inconsistent with the intended purpose;

4) is required to store the Access Password and the Authentication Code securely;

5) should immediately inform the Company whenever:

a) the Access Password or the Authentication Code is shared or suspected to have been shared with any other person, and subsequently change it;

b) the Access Password or the Authentication Code is lost, in order for it to be changed.

7. The Service Provider shall be entitled to introduce additional requirements concerning the level of security of the Access Password or the Authentication Code, in particular, additional requirements concerning the complexity and period of validity of the Access Password or the Authentication Code. If that transpires, the Company may limit the allowed use of Payment Services until the Customer updates the Access Password in line with the new requirements.

8. After the Agreement has been concluded, messages and notifications from the Service Provider to the Customer are sent via a Durable Medium, to the Email Address, at such intervals as are required by law, unless the generally applicable laws or the provisions of the Rules require them to be sent in any other form. Technical requirements concerning the Customer's hardware and software to be used for sending information or submitting notifications are specified on the Website, at the address where the Terms are available.

9. The Customer is obliged to regularly check incoming messages received at their Email Address and to save copies of messages received from the Service Provider.

10. Messages or notifications sent to the Email Address by the Service Provider shall be deemed to be delivered on the same Business Day if they have been delivered to the correct Email Address in a manner that allows the Customer to read them until [22:00 CET] on a Business Day. Otherwise, the message or notification shall be deemed to be delivered on the next Business Day.

§ 6.
[**Customer identification and verification**]

1. The process of Customer identification and verification shall be initiated in connection with the Customer registration process and it shall be carried out by the Company in order to comply with the requirements laid down in the AML Act. Customer identification and verification may be used by the Service Provider even after the Agreement is concluded, taking into account the risk of money laundering and terrorist financing identified for the Customer in question, especially if there has been a change in the previously determined nature or circumstances related to the Agreement.
2. When giving an Order or executing a Transaction, the Service Provider shall be entitled to carry out an additional Customer identification and verification process, including to require additional confirmation for the Order given and to verify the data of the Payee, including for reasons referred to in § 6(1) above.
3. Customer identification and verification proceeds in accordance with the provisions of the Agreement. During Customer identification and verification, the Customer is asked to provide information and documents required for the Company to comply with their obligations under the AML Act, as provided for in the Agreement.
4. If, for any reason, the Customer identification and verification process cannot be successfully completed, the data given by the Customer in connection with the registration shall be permanently erased and they shall no longer be processed by the Company. In that event, an Agreement with a Customer may not be concluded.

§ 7.
[**General conditions of Services**]

1. These general conditions of Services apply after an Agreement is concluded as provided for in the Terms to all Services, unless the Terms provide otherwise.
    1) In order to start using any Payment Services, the Customer needs to send Order using their registered Email Address to the Service Provider at e-mail address: [operations@monsas.pl]. In reference to the Order sent by email, the telephone conversation between Client and Service Provider should take place to effectively accomplish processing the Order. During telephone conversation the Customer is obliged to provide data including forename and surname, email address and the Access Password and read the Authentication Code sent by the Service Provider at the Mobile Telephone Number during conversation. The content of the Order is verified by the Service Provider and read to the Customer and confirmed by the Customer consent. After that the Service Provider sends to the Customer at Email Address confirmation of the Order as a record of acceptance and starts executing the Transaction.
2. The Service Provider shall execute a Transaction on the sole basis of an Order given by the Customer in a currency specified on the Website as a currency allowed to be selected for giving Orders and executing Transactions.
3. A Transaction as part of a Service shall be deemed to have been executed for the correct Payee if a unique identifier (Payee's account number) has been used for its execution, without regard to any other information provided by the Customer, where the unique identifier is the one provided by a Customer who is a Payer when giving the Order.
4. The Service Provider shall provide Payment Services related to transfer of funds from Payers or to Payees whose accounts are kept by financial institutions in one of the countries listed on the www.monsas.pl website. This list will be updated from time to time. The Service Provider shall not provide Payment Services to Payers or Payees from high-risk third countries pursuant to the Monsas anti-money laundering and terrorist financing procedures or to Payers or Payees indicated on the list of public warnings announced on the Authority website.
5. An Order may be given provided that correct data referred to in § 7(2) above have been submitted and Strong Authentication has been used for their submission.
6. Giving an Order is deemed to imply the giver's consent to its execution, and it involves the Customer's receiving of an electronic message sent by the Service Provider at Email Address, according to § 7(2) above, which confirms that the Order has been successfully given by the Customer and received by the Service Provider.
7. The Service Provider shall start executing a Transaction provided that the User has enough funds in the Payment Account. If at the time of giving an Order, the Customer:
    1) has funds in the Payment Account the amount of which is at least equal to the amount of the Transaction and the total amount of fees or commissions payable to the Service Provider – the giving of the Order continues, and the Transaction starts to be executed;

2) does not have enough funds to complete the Transaction as provided for in § 7(8)(1) below, the Service Provider shall immediately inform the Customer – by sending an electronic message to the Email Address – about the need to credit the Payment Account with an additional amount required to continue the giving of the Order and to start executing the Transaction – the Order may be effectively given and the Service Provider may start executing the Transaction after the Payment Account has been credited by the Customer in a manner described above.

8. The Service Provider may refuse to accept an Order or execute a Transaction if:
   1) the Order has not been effectively given or the Order has not been confirmed by the Customer consent in a telephone conversation with Service Provider;
   2) the Order contains errors or omissions that prevent the Order from being given or the Transaction from being executed, in particular when the required information has not been provided or the information provided in this regard is untrue, false or does not meet the requirements of the law or the provisions of the Terms, in particular when the obligation to refuse to accept an Order or start executing a Transaction is provided for in the provisions of the AML Act;
   3) a Payee's bank account has been indicated which is kept in a country excluded from the list of high risk countries provided from time to time by FATF AML/CFT International Government Agency,
   4) an additional verification process referred to in § 6(2) of the Terms gives a negative outcome, or the Customer has failed to provide an additional confirmation referred to in the above-cited provision.
9. When refusing to accept an Order or start executing a Transaction, the Service Provider shall, without delay:
   1) return the funds which have been the subject of the Transaction to the Payment Account of the Customer and reinstate the Payment Account to the condition that would exist if the Order refused was not given, together with any commissions and fees collected – if the Payment Account has been debited;
   2) send a notification to the Email Address to inform about the refusal to accept the Order or start executing the Transaction, reasons for the refusal and the procedure for rectifying the errors that have caused the refusal, unless the notification is not permitted by law or the Terms.
10. If an Order has been refused to be accepted, the Order shall be deemed not to have been received by the Service Provider.
11. When the Transaction starts to be executed, this shall consist in the Service Provider's blockage of funds in the Payment Account of the Customer in such an amount as corresponds to the sum of the amount of an effectively given Order and the amount of fees and commissions payable to the Service Provider.
12. The amount of the fees and commissions shall be calculated by the Service Provider on the basis of the table of fees and commissions applicable at the time of effective giving of an Order.
13. An Order shall be deemed to have been received by the Service Provider on the Business Day when it is effectively given by the Customer as provided for in the Terms, between [09:00 CET] and [17:00 CET]. If the Order has been successfully given outside the times specified above, it shall be deemed to have been given on the next Business Day. If the Order has been successfully placed on any day that is not a Business Day, regardless of the time of its giving on such a day, then the Order shall be deemed to have been received by the Service Provider on the first Business Day following that day.
14. The Customer shall be entitled to cancel the Order until it is received by the Service Provider, unless the Service Provider agrees for the respective Customer to cancel the Order after the order has been received by the Service Provider. An Order is cancelled in the same manner as it has been given, according to the § 7(2) above, using the Service Provider's e-mail address: [operations@monsas.pl] or telephone number: [+48 22 104 60 91]. An Order becomes irrevocable upon its receipt by the Service Provider.
15. If the Transaction is being executed, this shall be construed as the Customer's consent for its execution by the Service Provider on the basis of an effectively given Order, and the Transaction is authorised by confirming the Order according to § 7(2) above, in a manner provided for in the Terms.

§ 8.
[**General obligations to inform**]

1. These general obligations to inform apply to the provision of all Payment Services unless the Terms provide otherwise.
2. Information is provided by the Service Provider to the Customer on a Durable Medium via the Email Address.
3. The applicable Terms and its archival versions are available to all Customers through the Website at: www.monsas.pl.
4. If a Transaction involves Currency Exchange and currency conversion, the Service Provider shall provide the Customer with information about exchange rates, including the reference exchange rates and the method of calculating the exchange rate through the Website, at www.monsas.pl.

5. A model agreement shall be provided to the Customer by the Service Provider via the webpage of the Website. Before the conclusion of the Agreement or throughout the duration thereof, the Customer shall be entitled to request at any time that the provisions of the Agreement and the information referred to in Article 27 of the Act be provided to the Customer in paper form or on other Durable Medium.
6. If a Transaction is initiated by a Customer who is a Payer, before the execution of the Transaction and at the request of the Payer, where the request shall be filed at the Service Provider's registered office or at the telephone number: [+48 22 104 60 91], the Service Provider shall provide information about:
   1) the maximum time needed to execute the Transaction;
   2) the amount of fees payable by a Customer who is a Payer.
7. After receiving the Order from a Customer who is a Payer, the Service Provider shall provide the following information to the Customer by sending it to the Email Address:
   1) information that allows the Customer to identify the Transaction and, where applicable, the Payee;
   2) the amount of the Transaction in the currency selected for giving the Order;
   3) the amount of any fees and commissions in respect of the Transaction and, where applicable, details of the fees and commissions, or information about any interest payable by a Customer who is a Payer;
   4) the exchange rate applied to the Transaction by the Service Provider and about the amount of the Transaction after currency conversion, provided that the Payment Transaction involves currency conversion;
   5) the date and time the Order was received by the Service Provider.
8. After the execution of the Transaction, the Service Provider shall provide the following information to a Customer who is a Payee by sending it to the Email Address:
   1) information that allows to identify the Transaction and, where applicable, the Payer, as well as all other information provided to the Customer in connection with the execution of the Transaction;
   2) the amount of the Transaction in the currency selected for crediting the Payment Account of the Customer being a Payee;
   3) the amount of any fees in respect of the Transaction, including their details, or information about any interest payable by the Customer being a Payee;
   4) the exchange rate applied to the Transaction by the Service Provider and information about the amount of the Transaction before currency conversion, provided that the Transaction involves Currency Exchange;
   5) the date of the currency applied when crediting the Payment Account of the Customer being a Payee.
9. The Customer shall be entitled to file a request to the Service Provider at the Service Provider's registered office or at the telephone number: [+48 22 104 60 91] to obtain the information referred to in § 8(7) or (8) above from the Service Provider, once a month and free of charge, in the form of a list sent to the Email Address.
10. If a Customer is a Consumer, the Service Provider shall provide to them, at least once in a calendar year, free of charge and by sending to the Email Address, a list of fees for services associated with the Payment Account that were collected in the period covered by the list.
11. In the event of termination of the Agreement, the Service Provider shall provide a Customer who is a Consumer, not later than two (2) weeks from the date of termination of the Agreement and until the date of termination of the Agreement, with a list of fees referred to in § 8(10) above for the period for which the list of fees was not prepared, by sending the said list to the Email Address.
12. When the Terms are accepted by a Customer who is a Consumer, this shall be construed as such Customer's consent for sending them the lists referred to in § 8(10) and (11) above to the Email Address. Upon request of a Customer who is a Consumer, the Service Provider shall submit the lists of fees in paper form, and the respective request may be filed at the Service Provider's registered office or at the telephone number: [+48 22 104 60 91].

§ 9.
[**Payment Account**]

1. Services are provided using the Payment Account, save for Money Remittance for a Customer who is a Payer.
2. The Service Provider shall open and keep a Payment Account for a Customer in currencies selected for the provision of Services.
3. Funds may be credited to the Payment Account by transfer to the bank account of the Service Provider which is indicated by the Service Provider and made available to the Customer. When making the transfer, the Customer shall ensure that the transfer title is the identification number assigned to the Customer during the registration process.

4. A Payment Account may not be credited with funds sourced from any loans or credits, paid through intermediaries such as banks, lending institutions or similar loan- or credit-granting entities. Should such payments be identified, the Company shall be entitled to immediately return them to the account debited.
5. Access to information about a Payment Account and its history, including about any Orders given and Transactions executed or underway, shall be provided to all Customers at the Service Provider's registered office or at the telephone number: [+48 22 104 60 91].
6. The Service Provider shall be entitled to temporarily limit the Customer's access to the Payment Account when this is justified because of the generally applicable provisions of the law or the provisions laid down in the Terms or to ensure security of the Customer's funds.
7. Any funds that are received by the Company from the Customer in connection with the provision of Payment Services and placed on the Payment Account shall not bear interest and they shall not be construed as a deposit or other funds that are subject to return within the meaning of Article 726 of the Polish Civil Code (*Kodeks cywilny*) of 23 April 1964.

Chapter III. Direct debit

§ 10.

The Service Provider shall provide a direct debit facility as a payment service to the Customer under conditions agreed separately between the Service Provider and the Customer, with due regard to the provisions of the Terms.

Chapter IV. Credit transfer

§ 11.
[**Introductory provisions**]

1. An Order as part of a Credit Transfer Service shall be given at the Service Provider's registered office or at the telephone number: [+48 22 104 60 91].
2. Technical details of how Orders are given and Transactions are executed as part of the Credit Transfer Service shall be described in the information and instructions provided to the Customers by the Service Provider to the Email Address, by phone or at the Service Provider's registered office.

§ 12.
[**Provision of a Credit Transfer Service**]

1. To be correctly given, an Order given by a Customer who is a Payer should include at least:
   1) the Payee's account number;
   2) the amount and currency of the Transaction;
   3) the purpose for the Order;
   4) the destination country of the Payment.
2. A Customer, who is a Payer, is required to verify the accuracy of the data provided every time before effectively giving an Order. Until the Order is approved, the Customer is allowed to make corrections in connection with any errors detected.
3. As part of providing a Credit Transfer Service, the Service Provider shall execute the Transaction not later than:
   1) until the end of the next Business Day after receiving the Order – if the Transaction amount is in PLN or EUR;
   2) until the end of the second Business Day after receiving the Order – if the currency of the Transaction amount is other than that referred to in § 12(3)(1) but is the currency allowed to be selected for giving an Order according to the information provided by the Service Provider to Customers via the Website.

Chapter V. Money remittance

§ 13.

[**Introductory provisions**]

1. An Order as part of a Money Remittance Service shall be given at the Service Provider's registered office, at the telephone number: [+48 22 104 60 91] or Email Address [operations@monsas.pl].
2. Technical details of how Orders are given and Transactions are executed as part of the Money Remittance Service shall be described in the information and instructions provided to the Customers by the Service Provider to the Email Address, by phone or at the Service Provider's registered office.

§ 14.

[**Provision of a Money Remittance Service**]

1. A Customer, who is a Payer, shall provide funds to the Service Provider for the purpose of executing a Transaction as part of a Money Remittance Service to the account indicated on a one-time basis to the Payer.
2. To be correctly given, an Order given by a Customer who is a Payer should include at least:
   1) the Payee's account number;
   2) the amount and currency of the Transaction;
   3) the purpose for the Order;
   4) the destination country of the Payment.
3. A Customer, who is a Payer, is required to verify the accuracy of the data provided every time before effectively giving an Order. Until the Order is approved, the Customer is allowed to make corrections in connection with any errors detected.
4. The data of the Payee provided by a Customer who is a Payer for the purposes of giving an Order as part of the provision of a Money Remittance Service should be consistent with the data held by a Service Provider other than the Company who keeps the account for the Payee.
5. As part of providing a Money Remittance Service, the Service Provider shall execute the Transaction not later than:
   1) the end of the next Business Day after receiving the Order – if the Transaction amount is in PLN or EUR;
   2) the end of the second Business Day after receiving the Order – if the currency of the Transaction amount is other than that referred to in § 14(5)(1) but is the currency allowed to be selected for giving an Order according to the information provided by the Service Provider to Customers via the Website.

Chapter VI. Processing Personal Data

§ 15.

1. The Company shall act as a controller of its Customers' personal data.
2. Detailed rules concerning the processing of the Customers' personal data shall be made available by the Service Provider on the Website, at the address where the Terms are available.

Chapter VII. Security principles

§ 16.

[**Introductory provisions**]

1. Upon the conclusion of the Agreement, the Customer shall be obliged to comply with the security principles to protect the data used to authenticate the Customer in connection with their use of Payment Services provided by the Service Provider, including to:
   1) use the Email Address, the Access Password and the Authentication Code in accordance with their intended purposes;

2) store the Email Address, the Access Password and the Authentication Code separately;
3) protect the Email Address, the Access Password and the Authentication Code from unauthorised access;
4) inform the Company without delay whenever:
    a) the Email Address, the Access Password or the Authentication Code is lost, stolen or disclosed or used in an unauthorised manner;
    b) the Payment Account has been accessed or used in an unauthorised manner;
    c) any Transaction has been unauthorised, not executed or unduly executed;
    d) there has been a change to the Mobile Telephone Number.

2. The circumstances referred to in § 16(1)(4) above shall be communicated to the Company by the Customer without delay by one of the following means:
    1) by electronic means to the email address: [support@monsas.pl];
    2) by phone at: [+48 22 104 60 91];
3. The information is provided as described in § 16(2) above free of charge. The confirmation of the Service Provider's receipt of the notification shall be sent to the Customer to the Email Address automatically after the receipt is confirmed.
4. In circumstances referred to in § 16(1)(4) letter a) above confirmation is provided by telephone to the Mobile Telephone Number, by the Company, after verification of the Customer.

§ 17.
[Fraud]

1. If the Service Provider identifies or suspects any occurrence of fraud in respect of the Customer or any occurrence of risks for the security of the Customer, the Service Provider shall use a secure procedure to notify the Customer of such circumstances via the Email Address of the Customer concerned.
2. If, after identifying the occurrence or suspicion of fraud in respect of the Customer or the occurrence of risks for the security of the Customer, the Company finds that the Customer has not lost control over the Mobile Telephone Number or the Email Address, the Service Provider shall send the notification referred to in § 17(1) using the Telephone number or the Email Address concerned.
3. If there are any doubts or uncertainty as to the possible loss of control over the Mobile Telephone Number or the Email Address by the Customer, the Service Provider shall take measures to establish other direct contact with the Customer, including by correspondence via regular mail or by courier.

§ 18.
[**Blockage of access to Payment Services**]

1. The Company shall be entitled to temporarily block access to the use of Payment Services, including to block access to the Customer's Payment Account and, as a result, block the Payment Instrument if:
    1) the Customer uses Payment Services, including the Payment Account, in any manner violating the Terms, the law or the principles of fair trading;
    2) the Service Provider suspects that Payment Services, including the Payment Account, are used by unauthorised persons;
    3) unauthorised Transactions have been suspected or found to have taken place;
    4) the situation referred to in § 2 of the Terms has been suspected to have occurred.
2. The Company shall notify the User via the Email Address that the access to Payment Services, including to the Payment Account, has been blocked, without delay after the access has been blocked, unless the notification about the blockage is not justified due to security reasons or prohibited by the application of separate provisions of the law or the Terms.
3. The Service Provider shall unlock the access to Payment Services, including to the Payment Account, if the grounds for the blockage have ceased to exist.

Chapter VIII. Liability

§ 19.

1. The Customer shall notify the Service Provider without delay of any found unauthorised, not executed or unduly executed Transactions by sending the notification via email to the address: [support@monsas.pl]. Should the Customer fail to notify the Service Provider in the manner provided for above within thirteen (13) months of debiting the Payment Account or after the date when the Transaction should have been executed, the Customer's claims towards the Service Provider for any unauthorised, not executed or unduly executed Transactions shall expire.
2. For Customers other than Consumers the time limit for reporting any found unauthorised, not executed or unduly executed Transactions shall be fourteen (14) days from the date of receiving the Order by the Service Provider under the pain of expiry of claims in respect of such Transactions.
3. Subject to § 19(1) above, in the event of an unauthorised Payment Transaction, the Service Provider shall, without delay, but not later than until the end of the Business Day following the day of finding that an unauthorised Payment Transaction has occurred and that the Customer's Payment Account has been debited with it, or after the date of receiving the Customer's notification, return the amount of the unauthorised Payment Transaction, save for events when the Company has reasonable and properly documented grounds to suspect fraud and notifies in writing the bodies appointed to prosecute crimes. Unless the competent bodies are notified as aforementioned, the Service Provider shall reinstate the debited Payment Account of the Customer to the condition that would exist if there were no unauthorised Transaction.
4. The User shall be liable for unauthorised Transactions up to the PLN amount equivalent to EUR fifty (50), determined on the basis of an average exchange rate announced by the National Bank of Poland, applicable at the day of executing the Transaction, if the unauthorised Transaction results from:
   1) the use of a Payment Instrument that has been lost by or stolen from the Customer; or
   2) the use of a misappropriated Payment Instrument.
5. The provisions of § 19(4) shall not apply if:
   1) the Customer was unable to find that the Payment Instrument had been lost, stolen or misappropriated before the execution of the Transaction, unless the Customer acted intentionally; or
   2) the Payment Instrument was lost before the execution of the Transaction as a result of an act or omission of an employee, agent or branch of the Service Provider (if the Company has a branch or provides Payment Services through an agent) or an entity providing services on their behalf.
6. The User shall be liable for any unauthorised Transactions to the full amount if they User has caused the unauthorised Transactions to occur intentionally or if the unauthorised Transactions have occurred as a result of the Customer's intent or gross negligence in respect of at least one of the following duties:
   1) the User has used the Payment Instrument in a manner that is inconsistent either with the Terms or with the Agreement;
   2) the User has failed to notify the Service Provider without delay of found loss, theft, misappropriation or unauthorised use of the Payment Instrument or unauthorised access to the Payment Instrument;
   3) after the Payment Instrument has been made available by the Service Provider, the User has failed to take the necessary measures to prevent misuse of the Email Address, the Access Password, in particular, the User has failed to store the Email Address, the Access Password with due care and to comply with the obligation to not disclose the said to unauthorised persons.
7. If the Customer has not caused the unauthorised Transactions to occur intentionally, the Customer shall not be liable for the unauthorised Transactions, if:
   1) the Customer has notified the Service Provider of the loss, theft, misappropriation or unauthorised use of:
      a) a SIM card (including a telephone with a SIM card) with the mobile phone number provided during the registration on the Website, designated as a telephone for receipt of;
      b) the Payment Account, or unauthorised access to the Payment Account, in particular in the event of loss of control over the data that enable a person to use the Payment Account, that is, the Email Address, the Access Password or;
   2) the service provider has not made it possible for the user to submit the notification referred to in § 19(7)(1) above.
8. When an Order is given directly by a Customer who is a Payer, the Service Provider shall be liable to the Customer for failure to execute or improper execution of the Transaction, unless:

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1) the failure to execute or the improper execution of the Transaction results from force majeure, or the failure to execute or the improper execution of the Order results from other legal provisions;
2) the Service Provider proves that the payment account of the Payee's service provider has been credited in accordance with the provisions of the Act;
3) the User's claims have expired due to the expiry of the time limit referred to in § 19(1).

9. If the Service Provider of a Customer who is a Payer is liable for the failure to execute or the improper execution of the Transaction referred to in § 19(8), the Service Provider shall reinstate the Payment Account to the condition that would exist if the failure to execute or the improper execution of the Transaction did not occur.
10. The Service Provider's liability for any failure to execute or improper execution of the Transaction shall also include fees and interest charged to the Customer as a result of the failure to execute or the improper execution of the Transaction.
11. If the payment account of the Payee's service provider has been credited in accordance with the provisions of the Act, then the Payee's service provider shall be liable to the Customer for the failure to execute or the improper execution of the Transaction.
12. In the event of failure to execute or improper execution of the Transaction initiated by a Customer who is a Payer, the Service Provider shall, at the request of the Customer, take measures, without delay and free of charge, to track the Transaction and shall notify the Customer of the outcome of such tracking.
13. The Service Provider shall not be liable for any Transactions not executed or withheld, blockages of the Payment Account or freezing of assets if such measures are taken to comply with the provisions of the AML Act or to comply with a decision of the General Inspector of Financial Information.
14. The Service Provider shall not be liable for any temporary blockage of the Customer's access to use any Payment Services or Payment Account if such blockage is substantiated by the Terms, as well as for the failure to execute or the improper execution of the Transaction, resulting from such blockage.

Chapter IX. Fees and commissions

§ 20.

1. In respect of the provision of Payment Services, the Customer shall pay and the Service Provider shall collect from the Customer fees, commissions and charges as detailed in the table of fees, commissions and charges, which includes information on the fees and commissions payable to the Service Provider from the Customer, including fees related to the procedure and frequency of providing information or making it available, if such fees have been provided for, with sums of such fees.
2. The applicable table of fees, commissions and charges and its archival versions is available to all Customers on the Website, at the address where the Terms are available.
3. The table of fees, commissions and charges applicable at the day of conclusion of the Agreement is attached as appendix thereto. The Customer shall be informed of any change to the table of fees and commissions in an electronic message sent by the Service Provider to the Email Address.
4. The Service Provider shall collect fees, commissions and charges from the Customer upon starting the Transaction.
5. The Service Provider may reduce fees, commissions and charges for a defined period of time. In that event, the Service Provider shall inform the Customer about without delay via the Email Address and make the applicable table of fees and commissions available on the Website.

Chapter X. Rescission

§ 21.

1. A Customer, who is a Consumer, shall be entitled to rescind the Agreement without giving reasons within fourteen (14) days of the day of its conclusion as provided for in the Terms, by giving a rescission notice.
2. The Customer may rescind the Agreement at any time if it has been concluded in violation of Article 26(1) to (3) or (4) of the Act, but not later than within thirty (30) days from the date of receiving the information referred to in Article 27 of the Act, in the manner referred to in Article 27(1) of the Act.

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3. For the Customer to comply with the time limit referred to in § 21(1), it shall be sufficient to send the Customer's statement to the address of the Service Provider's registered office or to the Email Address before the expiry of the time limit referred to in the preceding sentence.
4. If the provision of Payment Services has been started with the consent of a Customer who is a Consumer before the expiry of the time limit for the rescission, the Service Provider shall be entitled to demand payment for the Payment Services actually performed.

Chapter XI. Complaints

§ 22.
[Introductory provisions]

1. The Customer and the person referred to in § 22(4) below shall be entitled to file a complaint concerning Payment Services provided by the Service Provider or concerning the Service Provider's activity ("**Complaint**"). A Complaint may be filed:
   1) in writing, in person, at the Service Provider's registered office or by post to the following address: [Monsas Sp z o.o. ul. Puławska 2; 02-566 Warsaw; Poland];
   2) verbally, by phone, at the telephone number: [+48 22 104 60 91] or in person for the record at the address of the Service Provider's registered office indicated in §22(1)(1) above;
   3) electronically, by an email message sent to the address: [compliance@monsas.pl].
2. A Complaint may be filed also by the Customer's attorney-in-fact. The signature of the Customer granting the power of attorney should be officially certified or certified by a notary public, an attorney or a legal counsel. The power of attorney should include a clause authorising the attorney-in-fact to obtain information covered by professional secrecy within the meaning of the Act on behalf of the grantor.
3. A Complaint should include at least:
   1) identification data of the Complainant;
   2) description of the event which is the basis for filing the Complaint, including, if applicable:
      a) identification of entities involved in the Transaction;
      b) date, title and amount of the Transaction;
      c) identification of the Payee;
   3) identification of the Customer's demands in connection with the Complaint.
4. A Complaint may be filed also by a natural person, a legal person and an organisational unit with no legal personality to whom legal capacity is granted under a statutory act, to whom Payment Services have been refused.

§ 23.
[Reply to a Complaint]

1. The Service Provider shall reply to Complaints within a period not longer than fifteen (15) Business Days from the date the Complaint is filed in accordance with § 23(1).
2. In particularly complex cases where the Complaint cannot be processed and the reply cannot be submitted within the period referred to in § 23(1) above, the Service Provider shall immediately notify the Customer of the expected date when the Complaint should be processed and the reply should be submitted, with reasons and explanations as to the delay, stating the circumstances that must be determined in order for the Complaint to be processed.
3. The expected extended time for processing the Complaint and submitting the reply as provided for in § 23(2) may not be longer than thirty-five (35) Business Days after the date of receiving the Complaint.
4. In order to comply with the time limits referred to in §23(1) and (3), it shall be sufficient to send a reply before the expiry of the said time limits, and if the reply is submitted in writing by mail, it shall be sufficient to post the reply at a post office of the operator designated by the Polish Postal Law of 23 November 2012.
5. The Service Provider's reply to the Complaint shall be in paper form and it shall be sent to the Customer's address for correspondence or, upon the Customer's request, by email to the Email Address.
6. The reply to the Complaint shall include, in particular:
   1) date when the Complaint was filed;

2) resolution on the Complaint;
3) identification data of the authorised employee representing the Service Provider, including forename, surname and position of the employee;
4) specification of the time limit by which the claim raised in the Customer's Complaint will be executed, if the Complaint has been resolved as requested by the Customer, with the stipulation that the said time limit may not exceed thirty (30) days from the date of preparing the reply.

7. If the Complaint has been filed by a Consumer in reply to a Complaint, thorough information on the reported problem shall be provided, stating the relevant provisions of the Terms and the applicable legal provisions, and if possible, quoting the provisions referred to, unless this is not required by the nature of the allegations raised.
8. In the event of refusal to recognise the Complaint as justified in whole or in part, the reply to the Complaint shall additionally include:
   1) factual and legal reasons, unless this is not required by the nature of the allegations raised by the Complaint;
   2) instructions as to the possibility of and procedure for initiating an out-of-court dispute resolution process, requesting the Financial Ombudsman to hear the case or bringing an action before a common court, together with identification of the entity to be sued and the court which is locally competent to hear the case.
9. If any data or information indicated in the Complaint need to be supplemented, the Service Provider shall request that the said data or information be supplemented, to the extent indicated, before processing the Complaint.
10. The Complainant shall be obliged to provide the Service Provider with explanations and assistance in matters related to the Complaint filed, except when the provision of such explanations and assistance contradicts the applicable law.
11. The Service Provider shall not process any Complaints that do not give data allowing for identification of the Complainant.

§ 24.

[**Appeal against the resolution on the Complaint**]

1. The Customer has the right to appeal against the Service Provider's position expressed in the reply to the Complaint within thirty (30) days from the date of receiving the reply. § 24 of the Terms shall apply accordingly to the appeal.
2. The Customer may bring an action before a competent common court. The court competent to settle disputes relating to the performance of the Agreement shall be determined in accordance with the applicable regulations on court competence, including the Polish Code of Civil Procedure of 17 November 1964.
3. A Customer, who is a natural person, has the right to request that the Financial Ombudsman hear the case or request an out-of-court resolution of the dispute before the Financial Ombudsman (address of the website of the Financial Ombudsman: www.rf.gov.pl), pursuant to the Polish Act of 5 August 2015 on complaints handling procedure by financial service providers and the Financial Ombudsman.
4. A Customer, who is a Consumer, has the right to use mediation provided by the Banking Ombudsman operating at the Polish Bank Association subject to the Banking Consumer Arbitration Rules (address of the website of the Banking Ombudsman: https://zbp.pl/dla-konsumentow/arbiter-bankowy/dzialalnosc).
5. The Service Provider is subject to supervision by the Polish Financial Supervision Authority. The Customer may file a complaint to the Polish Financial Supervision Authority against the Service Provider if this activity violates the provisions of the law. This right shall also apply to the persons referred to in § 24(4) of the Terms.
6. The Customer may use the ODR platform (the European Online Dispute Resolution platform, serving the purpose of resolving disputes between consumers and entrepreneurs, available at http://ec.europa.eu/consumers/odr) to resolve disputes in connection with an Agreement concluded through the Website. The ODR platform allows for transferring the Customer's complaint to an authorised entity (responsible for out-of-court dispute resolution).

Chapter XII. Termination of the Agreement

§ 25.

1. The Customer may terminate the Agreement at any time, without incurring additional costs. The Agreement shall be terminated upon the Service Provider's receipt of a notice of termination of the Agreement.
2. The Customer may terminate the Agreement by sending a statement on termination in writing, to:

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1) the address of the Service Provider's registered office: [Monsas Sp. z o.o. ul. Puawska 2; 02-566 Warsaw, Poland];
2) the Service Provider's email address: [compliance@monsas.pl].

3. The Service Provider may terminate the Agreement by giving two (2) months' notice in writing or on any other Durable Medium.
4. The Company may terminate the Agreement without observance of the notice period in the event that:
   1) it is determined that the Customer uses Payment Services in a manner violating the Terms, the law or the principles of fair trading;
   2) despite the previous notice to do so, the Customer has not supplemented the data required by the law and has not submitted the relevant documents to confirm the data provided at the request of the Service Provider;
   3) it is determined that at the conclusion of the Agreement, the Customer provided false, and in particular used any false, counterfeit, reworked or invalid documents and/or information;
   4) the Customer or its Payee attempts to gain unauthorised access to the IT system of the Service Provider, in particular to circumvent the security measures;
   5) the Customer has been given a negative assessment in terms of the money laundering and terrorist financing risk within the meaning of the AML Act;
   6) the Customer has violated the legal provisions relating to the AML Act or has exploited the Service Provider's activity to commit criminal acts or any acts associated with a criminal activity;
   7) an Order has been given that involves a Payee who is listed on the lists of persons, groups and entities to which specific sanctions to restrict financial turnover apply, pursuant to the European Union laws, the generally applicable national laws and the regulations of OFAC (the Office of Foreign Assets Control of the US Department of the Treasury), the United Nations and FATF (the Financial Action Task Force on Money Laundering);
   8) the Customer has been entered on one of the lists referred to § 25(4)(9) above;
   9) The Customer has placed funds on an account or has withdrawn funds from an account using the Payment Account and funds sourced from an Order given by a person, group or entity listed on the lists of persons, groups and entities to which specific sanctions to restrict financial turnover apply under the laws or regulations indicated in § 25(4)(9) above.
5. Should the Agreement be terminated pursuant to § 25(4) above, the Customer shall not start using Payment Services provided by the Service Provider again without the prior consent of the Service Provider.
6. The Agreement may be terminated at any time by mutual consent between parties, without observance of the notice period.
7. Any termination of the Agreement shall not affect the validity of any acts, including Orders and Transactions, performed before the Agreement is terminated, by notice or otherwise, with the stipulation that the Service Provider shall execute Orders and Transactions with the execution date preceding the date of expiry or termination of the Agreement. Any remaining Orders whose date of execution falls after the date of termination of the Agreement shall not be executed by the Service Provider.
8. If there are any funds in the Payment Account, then the Customer, upon their submission of a statement on termination or rescission of the Agreement, shall be obliged to request that the Service Provider transfer all funds remaining in the Payment Account, and shall be further obliged to indicate the account number to which the Service Provider shall transfer the funds.
9. If the statement on termination of the Agreement is submitted by the Service Provider in the event referred to in § 25(8), the Service Provider, at the date of the submission of the statement, shall send a message to the Email Address giving information about the obligation to transfer the funds before the end of the notice period, and in the event of termination without notice, within seven (7) Business Days from the date of the Customer's rec5ipt of the information. § 25(8) above shall apply accordingly.
10. In the event referred to in § 25(9), if the User fails to transfer the funds within the period specified in the aforementioned provision, the Customer shall not have access to the Payment Account after the expiry of the said period and the transfer of funds shall only be possible by contacting the Service Provider.

Chapter XIII. Amendments to the Terms or the Agreement

§ 26.

1. The Service Provider may introduce new provisions to the Terms regarding any additional services offered by the Service Provider, which shall apply to the Customer provided that the Customer has consented to such services and has decided to use them.
2. Any amendments to the provisions of the Terms, including any amendments to the fees and commissions, may be introduced in the event of:
   1) change in the scope, form, functionality or operation of the offered Payment Services;

2) introduction of Payment Services to the offer or withdrawing Payment Services from the offer;
3) change in any legal regulations affecting the provision of Payment Services;
4) publication of guidelines, recommendations or decisions affecting the mutual rights and obligations of the parties to the Agreement;
5) the need to improve safety or the availability of Payment Services;
6) the need to clarify the provisions of the Terms;
7) any changes due to technological progress.

3. Any amendments to the fees and commissions, may be introduced in the event of:
   1) change in the minimum wage and the level of indicators published by the Polish Central Statistical Office (*Główny Urząd Statystyczny*): inflation, average monthly wage in the enterprise sector;
   2) changes in energy prices, telecommunications connections, postal services, interbank settlements and interest rates set by the National Bank of Poland;
   3) changes in the prices of services used by the Service Provider in the providing of Payment Services;
   4) other circumstances specified in point 2 above.
4. The notification concerning the scope of the proposed amendments shall be served on the User by the Service Provider not later than two (2) months before the proposed effective date of the changes, on a Durable Medium, as an electronic message sent to the Email Address, stating the effective date of the proposed amendments.
5. The Customer may terminate the Agreement without incurring any fees with effect from the date when the Customer is informed about the change, by submitting a statement on termination before the effective date of the proposed amendments.
6. The Customer shall be entitled to voice objections to the proposed amendments to the Service Provider not later than before the effective date of the amendments. If the Customer does not voice to the Service Provider any objections to the changes before the proposed effective date of the amendments, it shall be assumed that the User has accepted them. If the Customer voices an objection without giving notice of termination of the Agreement, the Agreement shall expire on the day preceding the effective date of the proposed amendments to the Terms, if the concerns expressed by the Customer in the objection have not been resolved by the Service Provider before the day preceding the effective date of the proposed amendments to the Terms.
7. To Orders given by the Customer prior to the effective date of the proposed amendments the provisions of the previous version of the Terms shall apply, which shall be available on the Website.
8. To any amendment of the Agreement, the provisions on amendments to the Terms shall apply accordingly.

Chapter XIV. Final provisions

§ 27.

1. The Terms have been drawn up in English. The English language version shall be the sole basis for the interpretation of the Agreement.
2. Any notifications, information, communications and other obligations to inform shall be exchanged or complied with between the Customer and the Service Provider in English. If the Customer so requests, the Service Provider may send notifications, information and communications in Polish. In case of any discrepancies between the Polish language version and the English language version, the English language version shall prevail.
3. The Customer shall be obliged to immediately notify the Service Provider of any change in their data provided to the Service Provider, particularly any change in the Email Address, Mobile Telephone Number and address for correspondence.
4. The law applicable to the Agreement is the law of Poland.
5. Any dispute arising out of or related to Payment Services shall be settled by locally competent common courts within the territory of Poland.