



Payment Terms and Conditions

Read the terms and conditions for making payments using Tpay.
They contain information on how we provide our services,
and about your and our rights and obligations.

You



Payer – a customer who uses online payments

The place where you do e-shopping



Merchant – seller
Portal – online store

We



Tpay – payment operator,
a brand of Krajowy Integrator Płatności S.A.

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§ 1 Definitions

While reading the Terms and Conditions, you will come across several constant terms and names – here is their meaning:

1. **Merchant** – an entity that enables a Payer to make a Payment, bound to Tpay by a payment services agreement.
2. **Tpay** – Krajowy Integrator Płatności spółka akcyjna seated in Poznań, Plac Andersa 3 ,17th Floor, 61-894 Poznań, entered in the Register of Entrepreneurs of the National Court

Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Department of the National Court Register under KRS number 0000412357, NIP (TIN) 7773061579, REGON 300878437, share capital PLN 5,494,980.00 - paid in full.

3. **Website** – the website operated by Tpay at the following address: <https://tpay.com>, which can be contacted via e-mail :kontakt@tpay.com, including an IT module that enables the initiation and execution of a payment transaction using the Payer's payment instrument.
4. **Payer** – a natural person, legal entity, or an organizational unit without legal personality, to whom the law grants legal capacity, using the Portal and intending to purchase goods or services offered on the Portal by making a Payment using the Website.
5. **Consumer** – a natural person conducting a legal transaction with Tpay unrelated directly to their economic or professional activity.
6. **Portal** – a Merchant outlet (e.g., an online store) operated by the Merchant, where the Merchant accepts Payments via Tpay, as well as a mobile application through which Payments can be made using payment instruments.
7. **Payment** – a monetary consideration made by the Payer to the Merchant through the Website as a result of an obligation arising between the Payer and the Merchant.
8. **Service** – a payment service within the meaning of the Polish Payment Services Act (PSA) performed by Tpay on behalf of the Payer based on the provisions of this regulation, involving the execution of Payments.
9. **Payment Initiation Service** – the Service referred to in Article 3 sec. 5 of the PSA, which consists in a one-time initiation of a Payment Order at the request of the Payer from an account maintained by the Intermediary Entity for the purpose of executing a Payment.
10. **Business Day** – one day from Monday to Friday excluding public holidays in Poland.
11. **Intermediary Entity** – an entity other than Tpay through which the Payer transfers Payment funds to Tpay. This may include a bank, other payment institution, other clearing agent, payment system operator, electronic money institution, postal operator.
12. **Website Account** – Tpay's bank account intended exclusively for processing transactions carried out through the Website.
13. **Payment Order** – a statement of the Payer addressed to Tpay, which contains an instruction to execute a specific payment transaction.
14. **Newsletter** – an electronic service provided by Tpay that enables the Payer to receive information, particularly about the Services provided, the Website, as well as news and promotions, sent to the email address provided by the Payer with the Payer's express consent.
15. **Terms and Conditions** – terms and conditions of making Payments that you are currently reading.
16. **GDPR** – *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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.*

17. PSA – Act of 19 August 2011 on payment services.

18. UsłEIU – Act dated 18 July 2002 on the provision of services by electronic means.

§ 2 General provisions

1. These Terms and Conditions set out the rules for enabling Payers to make Payments through the Website, including using the Payment Initiation Service.
2. The entity providing the Services under these Terms and Conditions is Tpay.

Who is Tpay

3. Tpay represents that it has designed and operates an online payment Website called "Tpay" that enables the Payer to make Payments.

The Website provides Payers with a variety of methods for making Payments, accepts Payers' payments into their Accounts, confirms to the Merchant that payments have been made, and transfers these payments to the Merchant's account.

4. Tpay holds a license to operate as a national payment institution issued by the Polish Financial Supervision Authority and is registered in the Register of Payment Services under No. IP27/2014 and has the status of a clearing agent in accordance with the PSA. Tpay is supervised by the Financial Supervision Commission.

What is needed to use Tpay

5. At a minimum, Internet access, a properly configured and updated web browser that accepts cookies, and an active and properly configured e-mail account are required to use the Website.

Tpay shall not be liable for events resulting from the failure of the Payer to comply with the technical requirements indicated above necessary for cooperation with the ICT system used.

6. Using the Website does not require registration.
7. Using the Service requires reading and accepting the Terms and Conditions.

What else is worth knowing

8. The Service does not include the provision of a payment account for the Payer within the meaning of the PSA.

9. Activities carried out within the Website are not considered banking activities.

Using Tpay's services is not associated with opening a bank account under the *Act of 23 April 1964 – Civil Code* and *Act of 29 August 1997 – Banking Law*.

10. Tpay within the Website do not constitute credit intermediation as referred to in the *Act of 12 May 2011 on consumer credit*.

§ 3 Service Execution

1. Tpay enables Payers to make Payments using payment instruments (payment methods) for which the Merchant has entered into an agreement with Tpay.

It is the Merchant who decides which Payment methods are available, which may make some of them unavailable to the Payer.

Making Payments through some payment methods is possible using the Payment Initiation Service.

2. To use the Service, the Payer is required to provide:

- a. first and last name,
- b. e-mail address;

whereby additional data may be required due to the selected payment method.

3. The agreement between the Payer and Tpay regarding the execution of the Service is concluded when:

- the data specified in § 3 sec. 2 of the Terms and Conditions is provided,
- the Terms and Conditions are accepted, and
- the Payer submits Payment Order (or it is submitted behalf of the Payer in the case of the Payment Initiation Service) in accordance with the UsłEIU.

In the case of using the Payment Initiation Service, the Payer:

- a. represents that they are acting on their own behalf, and in the case of acting on behalf of another person, that they are authorized to perform all actions within the Payment Initiation Service,
- b. provides data and makes all statements necessary for Tpay to provide the Payment Initiation Service, including consent to initiate a transaction.

4. The Payment Order is considered submitted when the Website Account is credited with the Payment amount.

If the Payment Order is received on a day that is not a Business Day, it is considered received on the first Business Day following it.

5. To initiate a Payment Order or start a Payment Initiation Service, the Payer should select in the Portal the option to make a Payment through the Website (e.g., by clicking the "Pay with Tpay" button), unless the design of the Portal or the mobile application through which the Payment is initiated provides another way of initiating the Payment Order .

Tpay initiates the payment transaction within the Payment Initiation Service immediately upon receiving all required data from the Payer and performing actions specified in the Terms and Conditions.

6. After successfully initiating the Payment Order, authorizing the transaction, and confirming the sufficient balance of funds in the Payer's payment account or payment instrument, the Intermediary Entity transfers the Payment amount to the Website Account. The Payer is notified of the initiation of the Payment Order and of the execution of the Payment through an electronic message that allows for the recording of the contained data and via email sent to the Order. e-mail address indicated by the Payer.

7. The Payer acknowledges that they cannot revoke a Payment Order once Tpay has obtained consent to initiate the payment transaction within the Payment Initiation Service.
8. Tpay's intermediation in the transfer of Payments through the Website Accounts does not entitle Payers to claim interest on payments temporarily placed in the Website Accounts.
9. Tpay is not a party to any agreements or other legal relationships between the Payer and the Merchant and shall bear no liability on these grounds.

In particular, Tpay shall bear no liability towards the Payer for the non-performance or improper performance of obligations by the Merchant, nor Tpay shall bear no liability towards the Merchant for the non-performance or improper performance of obligations by the Payer.

10. Tpay reserves the right to refuse the execution of the Service in case of a breach of the Terms and Conditions and in cases where doubts arise regarding the legality of a specific Payment, including its connection with terrorist activities or money laundering.

Furthermore, Tpay will refuse to execute the Payment Initiation Service when:

- a. The Intermediary Entity maintaining the Payer's account has denied access to the account or such an access is otherwise impossible or unacceptable,
 - b. The Payer has not authenticated itself properly – in the manner agreed with the Intermediary Entity maintaining the Payer's account in the interface of this Intermediary Entity.
11. Tpay is not responsible for the conditions of service provided to the Payer by Intermediary Entities that may prevent the execution of Payments.
 12. Tpay shall be liable for non-execution or improper execution of the Service under the terms of the PSA. The rules of liability of the Intermediary Entity maintaining the account for the Payer for unauthorized payment transactions initiated from this account are defined in the agreement between the Payer and the Intermediary Entity maintaining the account.
 13. Tpay may, in certain cases, charge the Payer a fee for the Service provided. In such a situation, the Payer is informed before submitting the Payment Order, along with an indication of the amount of the fee.
 14. The Merchant may cancel the Payment until it is credited in the Website Account.
 15. KIP may cancel a Payment not completed by the Payer within a specified timeframe – at least 14 days from the initiation of the Payment Order, during which the Payment has not been credited to the Website Account.
 16. In order to receive the Newsletter service, the Payer gives separate consent by providing their e-mail address or by checking the appropriate checkbox.
 17. The Payer may unsubscribe from the Newsletter at any time by sending an appropriate request to Tpay via e-mail or by clicking on the link provided to the Payer in the e-mail.
 18. Tpay employs a secure procedure for notifying the Payer in case of fraud, suspicion of fraud, or security threats.

§ 4 Complaints

1. Complaints regarding Payments made through the Website are handled by Tpay.
2. The Payer can submit a complaint in one of the following ways:

- in writing, including by postal mail to the address of Tpay indicated in § 1 of the Terms and Conditions,
- by phone using the hotline: (61) 66 82 778,
- in electronic form using the form available at: <https://tpay.com/kontakt> or by emailing: kontakt@tpay.com.

3. In the complaint submission, the Payer should include:

- the reason for the complaint,
- description of objections,
- e-mail address of the Payer,
- transaction ID,
- Payment amount,
- full name of the owner of the bank account or payment card (depending on the payment method),
- date of Payment, and
- the name of the bank to whose account the payment was directed;

Unless the Payer does not know some of the information listed above.

Tpay may request the Payer to provide additional information and documents if necessary for processing the complaint.

- 4.** Tpay confirms the receipt of the complaint via an automated message, including the complaint number. The Payer should keep this number for further correspondence.
- 5.** Tpay undertakes to fully handle Payer complaints and provide a response no later than within 15 (fifteen) business days. The response to the complaint is provided to the Payer's email address according to their preference. In other cases, Tpay provides a response in paper form or, upon agreement with the Payer, through another durable medium of communication.
- 6.** In particularly complicated cases that make it impossible to consider the complaint and respond within the timeframe referred to in § 5 sec. 5 of the Terms and Conditions, Tpay:
- a. explains the reason for the delay,
 - b. indicates the circumstances that need to be established in order to process the case,
 - c. specifies the expected timeframe for processing the complaint and providing a response, not exceeding 35 (thirty-five) working days from the date of receipt of the complaint.

- 7.** In justified cases, at the request of the Merchant, Tpay may return the Payment to the Payer. Tpay shall execute such instruction within no more than 7 business days from the date of the Merchant's request, except for refunds of Payments made with a using a payment card.

All payment transactions are executed by Tpay exclusively in a non-cash manner, using a transfer order.

- 8.** The payer is obliged to immediately notify Tpay of any identified unauthorized, non-executed or improperly executed payment transactions. If the Payer does not notify Tpay within 13 months from the date of debiting their payment account or from the date on which the transaction was to be executed, the Payer's claims against Tpay for unauthorized, non-executed or improperly executed payment transactions shall lapse.

§ 5 Personal data

1. Tpay is the controller of the Payers' personal data in accordance with Article 4 (7) of the GDPR.
2. The principles of personal data processing are regulated in the information clause available at: https://tpay.com/user/assets/files_for_download/klauzula-informacyjna-platnik.pdf.

§ 6 Obligations of the Payer

1. The Payer is obliged when using the Service to:
 - a. adhere to the Terms and Conditions,
 - b. observe the provisions of law
 - c. follow the rules of fair and honest trade,
 - d. use their real data.
2. When using the Website, the Service and the Payment Initiation Service, it is prohibited to:
 - a. attempt to interfere with the IT systems of Tpay, Intermediary Entities or Merchant,
 - b. provide content of an unlawful nature,
 - c. use a payment instrument that is:
 - i. invalid or blocked, or
 - ii. used by an unauthorized person or
 - iii. used by a person with incomplete identification and authorization data;
 - d. use the Payment Initiation Service:
 - i. by an unauthorized person or
 - ii. by a person who does not have full identification and authorization data.

§ 7 Final provisions

1. The content of the Terms and Conditions is made available free of charge to each Payer on the Website and/or the Portal prior to the initiation of the Payment Order, in such a way that the Payer can obtain, reproduce and record its content by means of the ICT system they use (pursuant to Article 8 sec. 1 item 2 of UstEU).

Acceptance of the Terms and Conditions is a prerequisite for using the Services.

2. Tpay reserves the right to amend the Terms and Conditions.

The amendment come into effect from the date of their announcement on the Website or the Portal, except for Payments made prior to the amendment of the Terms and Conditions (to these, as well as to any legal consequences arising from them, the previous provisions shall apply).

Change of Tpay's contact details does not constitute an amendment to the Terms and Conditions as defined herein.

3. All legal relations arising from the Terms and Conditions shall be governed by Polish law, and actions arising from the Terms and Conditions shall be performed in Polish.

4. For all disputes arising from the application of the Terms and Conditions, as well as any legal relations arising from the performance of the Service, with the exception of disputes involving consumers, the court appropriate to Tpay's registered office shall have sole jurisdiction.
5. The Payer can lodge a complaint with the Polish Financial Supervision Authority regarding Tpay's actions if they violate legal provisions.
6. A Payer who is a Consumer has the option of using an electronic dispute resolution service through the ODR (Online Dispute Resolution) platform available at: <https://ec.europa.eu/consumers/odr/>. For this purpose, the Payer shall provide in the form available at the above address, Tpay data, including e-mail address: kontakt@tpay.com.
7. A Payer who is a Consumer also has the option to use the assistance of entities authorized to resolve consumer disputes out of court in accordance with the *Act of 23 September 2016 on out-of-court resolution of consumer disputes*. Entities authorized to resolve out-of-court consumer financial services disputes are:
 - a. Financial Ombudsman (more information at: rf.gov.pl/polubowne),
 - b. Arbitration Court at the Financial Supervision Commission (for more information, visit: knf.gov.pl/dla_konsumenta/sad_polubowny).

Detailed information on out-of-court resolution of consumer disputes is available on the website of the Office of Competition and Consumer Protection at: polubowne.uokik.gov.pl.

8. The payer may withdraw from the agreement referred to in § 3 sec. 3 of the Terms and Conditions without giving any reason and without incurring additional costs within 14 days from the date of its conclusion. The deadline is considered to have been met if the statement was sent before its expiration. The declaration of withdrawal should be submitted in writing and sent to Tpay: Plac Andersa 3, 17 piętro, 61-894 Poznań or sent by electronic correspondence to: kontakt@tpay.com.

The right of withdrawal shall not apply to the Payer in case of complete execution of the Service or the Payment Initiation Service at the Payer's request before the expiration of the deadline referred to in § 7 sec. 8 of the Terms and Conditions in the first sentence.

9. The Terms and Conditions, as amended above, come into effect on 2 October 2023.