

Terms and Conditions of imoje Payments

Article 1 General Provisions

1. These Terms and Conditions define detailed principles governing the provision of payment services by ING Bank Śląski S.A. via the imoje Service consisting in providing Clients with a possibility of making Payments for Transactions executed in an Online Shop.
2. The imoje Service is operated by ING Bank Śląski Spółka Akcyjna with its registered office at ul. Sokolska 34, 40-086 Katowice, entered in the Register of Entrepreneurs with the District Court for Katowice – Wschód, 8th Commercial Division of the National Court Register under KRS number 0000005459; share capital of PLN 130,100,000 paid up in full, with tax identification number NIP 634-013-54-75, hereinafter referred to as **the Payment Operator or the Bank**.
3. The Bank carries out payment services activities on the basis of the Bank's Articles of Association and under the supervision of the Polish Financial Supervision Authority (contact details: Plac Powstańców Warszawy 1, 00-950 Warsaw 1, skr. poczt. nr 419; www.knf.gov.pl). The Client and the person to whom the Bank has refused to provide services may file a complaint with the Polish Financial Supervisory Authority against the Bank's action if this action breaches the law.
4. The Bank operates Payments made by the Client for an Online Shop further to an agreement executed between the Client and an Online Shop.
5. In order to use the imoje Service the Client must become acquainted and accept the content of these Terms and Conditions. By accepting the Terms and Conditions the Client shall conclude a Payment Agreement.
6. The Terms and Conditions are available at www.imoje.pl.
7. Using the imoje Service does not require opening of a bank account within the meaning of the Civil Code and the Banking Act.
8. Under the imoje Service the Payment Operator shall not maintain a payment account for the Client within the meaning of the Payment Services Act.
9. When making payments, the Client shall use the infrastructure and the payment instrument the possibility of which and the principles of usage are governed by an agreement between the Client and the payment instrument issuer or the Provider.
10. Payments shall be transferred to the Merchant pursuant to the principles specified in an agreement between the Bank and the Merchant.
11. The imoje Service is a platform collaborating with other entities that also provide for making payments for Transactions.
12. In order to use the imoje Service it is necessary to have access to the Internet. It is prohibited to send unlawful content using the imoje Service.

Article 2 Definitions

Provider – a payment service provider operating the Account.

Business day – a day falling from Monday to Friday, excluding public holidays, on which the Payment Operator carries out the activities required to process Payments.

“imoje pay later” – the Bank’s service of providing a payment method to defer payment for goods or services purchased in the Online Shop, financed on the basis of an agreement between the Client and the Bank’s Partner.

Intermediary Institution – an entity via which the Client transfers funds to the Payment Operator for the purposes of making a Payment for a Transaction (especially, a bank, credit institution, payment institution, acquirer).

Provider Interface – the interface provided by the Provider with which the Bank can initiate a Payment Order.

Payment card (Card) – a payment instrument that identifies the card issuer and the authorised User, entitling them to make payments and, in the case of a card issued by the Bank for the purpose of granting credit, also to make payments using credit. It entitles the Merchant to pay using the infrastructure provided by the Bank to the Merchant.

Foreign payment card – a payment card that has been issued by a Payment Organisation outside Poland.

Client – a natural person, a legal person, an organisational unit without legal personality has legal capacity who makes payment for Transactions to the Online Shop via the imoje Service.

Service fee – a fee for the use of the imoje system that the Merchant may charge to the Payer (the fee is payable to the Merchant); the fee is technically collected by the Bank from the Payer and transferred to the Merchant under the terms of the Agreement.

Payment organisations – Organisations that bring together issuers and service providers in the process of servicing Payment Cards issued by these organisations; here: Visa and Mastercard;

Bank’s Partner – an entity providing the service of “imoje pay later” Payments, selected by the Client to perform the Transaction from among the entities cooperating with the Bank. A list of the Bank’s partners is available on the Bank’s website www.imoje.pl/dokumenty.

A payment for a Transaction made by the Client via the imoje Service to the Online Shop/ Merchant.

Account – a payment account or other account to which the Client may order a credit transfer, accessible using the Provider Interface, excluding accounts maintained by the Bank.

Terms and Conditions – the content of these Terms and Conditions.

Imoje Service – a payment service provided by the Payment Operator enabling the Client to make Payments for Transactions.

Online Shop/ Shop/ Merchant – a natural person, legal entity, organisational unit without legal personality, which makes available the possibility to pay for Transactions via the imoje Service.

Parties – a Client or a Payment Operator, as appropriate.

Transaction – an agreement on sale or provision of services executed between the Client and the Online Shop under which a Payment is made.

Payment Agreement/Agreement – the Agreement entered into under these Terms and Conditions.

Transfer Initiation Service – a service whereby a Payment Order is initiated by the Bank at the Client's request from the Account.

PSA – Act of 19 August 2011 on payment services (or any other act that replaces or amends it).

Payment Order – an instruction to make a specific Payment made by a Client to an Issuer or Supplier to a Shop using the imoje Service.

Article 3 Payment Methods

1. The subject of payment services provided under the imoje Service is provision of support for Payments for Transactions made by the Client.
2. The services of the imoje Service are provided according to the choice of payment method made by the Client as:
 - a. Payments made with the use of Payment cards in an online environment,
 - b. Payments which are electronic transfers executed as online transfers,
 - c. Payments made via BLIK,
 - d. Payments using the Transfer Initiation Service,
 - e. Payments using "imoje pay later".

Subject to a possibility of restricting the above methods by the Bank or the Online Shop. The client chooses the payment method when placing an order in the Online Shop. The ability to pay by the methods listed above may be subject to additional conditions of the entities offering these payment methods.

3. Depending on the selected payment method, the imoje Service processes the following data input by the Client while placing an order at the Online Shop's website: first name, surname, e-mail address, telephone number.
4. The Client may submit a Payment Order for a Payment only after acceptance of the Terms and Conditions. An Agreement on Payment shall be concluded once the Client has accepted the Terms and Conditions.
5. In the case of the payment methods set out in paragraph 2(a) to (d), the Payment is executed by the Payment Operator on the basis of the Payment Order at the time agreed with the Merchant in the agreement concluded between the Payment Operator and the Merchant. The

Client shall be informed by the Payment Operator in an e-mail message about Payment execution stages.

6. In the case of the payment method set out in paragraph 2(e), the Payment shall be made in accordance with the terms of the agreement concluded between the Client and the Bank Partner.
7. After making a Payment or in the event a Payment is reimbursed, the Client shall be informed accordingly by an electronic message, i.e. information shown on the Merchant's WWW service or an e-mail message.
8. If it is not possible to execute a Payment, the Payment Operator shall immediately reimburse a given amount to the Client.
9. The Payment Operator charges the Client a Service Fee for the use of the imoje Service, which fee is detailed before the Payment is made. The fees and exchange rates, if any, associated with the execution of Payments by the issuer of the payment instrument or the Provider shall be specified in the agreement between that entity and the Client.
10. By accepting the Terms and Conditions and concluding the Agreement on Payment, the Client who is a consumer shall submit a request to have its Payment Order executed or initiated before lapse of 14 days from execution of the Agreement on Payment, as a result of which the consumer shall have no right to withdraw from the Agreement on Payment.
11. If, during the payment process using a Payment Card, the Card is identified as a Foreign Payment Card, the Bank may offer the Client to convert the Transaction made by the Client from Polish zloty to the foreign currency in which the Foreign Payment Card was issued. The Client is presented with the value of the executed Transaction in Polish zloty, the exchange rate provided by the Intermediary Institution (First Data Polska S.A.) and the value of the Transaction in a foreign currency. The Client may choose to execute the Transaction in Polish zloty or in a foreign currency.

Article 4 Transfer Initiation Service

1. In order to make a Payment using the Transfer Initiation Service, the Client should authenticate itself to the Provider and authorise the Payment Order initiated by the Bank (i.e. agree to its execution in the manner agreed with the Provider). The Bank relies on the authentication procedures provided to the Client by the Supplier.
2. The Bank initiates the transfer according to the unique identifier, which is the bank account number determined in accordance with the agreement between the Bank and the Merchant.
3. In providing the Remittance Initiation Service, the Bank uses the Provider Interface to initiate a Payment Order and to obtain from the Provider the information necessary to verify the correct execution of the Payment and to provide the Merchant with the information necessary to execute the Transaction.
4. When providing the Transfer Initiation Service, the Bank initiates the transfer immediately, no later than within 15 minutes of receiving the complete set of necessary data. The maximum time for completion of the transfer is determined by the contract between the Client and the Supplier.
5. The Bank shall refuse to initiate a transfer under the Transfer Initiation Service if:
 - a. The Client has not authenticated or for other reasons authentication in the Provider Interface is not possible or the Bank cannot rely on the authentication procedures provided to the Client by the Provider;
 - b. The Provider has denied the Bank access to the Account or access is otherwise impossible;
 - c. initiating the transfer would result in illegal or unauthorised access to the Account.

6. The Client may not revoke a Payment Order once the Bank has given its consent to initiate a payment transaction under the Credit Transfer Initiation Service. If the Client cancels an initiated Payment Order or the Provider fails to execute it for other reasons, the Bank may claim the amount of the Payment from the Client.

Article 5 “imoje pay later”

1. Under the “imoje pay later” payment method, the Bank provides Clients with the option of entering into an agreement with a Bank Partner to provide financing in the amount of the value of the Transaction, including delivery costs and additional services, if any, which is transferred to the Merchant in order to cover the Client’s monetary liability to the Merchant,

in return for the Client’s commitment to repay the financing provided within the timeframe indicated by the Bank Partner in the Payment Agreement.

2. The Bank on its own or on the order of the Bank’s Partner, may exclude the availability of “imoje pay later” in the event that the Merchant’s actions:
 - a. violate these Rules,
 - b. involve the provision of content which does not comply with applicable law, or
 - c. otherwise violate the law.
3. The provision of ‘imoje pay later’ is free of charge.
4. The “imoje pay later” can be used by a client who is a consumer and meets the following conditions:
 - a. I have a full legal capacity.
 - b. the registered address is on Polish territory.
5. After selecting “imoje pay later”, the Client is transferred to the Bank Partner’s website, where he/she enters the data specified by the Bank Partner and required to conclude the Payment Agreement.
6. The Bank, in connection with the implementation of “imoje pay later”, is not the personal controller of the Clients’ data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”).
7. To the extent related to the granting of financing, the Bank Partner is the administrator of the Clients’ personal data. The detailed rules on the processing of Clients’ personal data by the Bank’s Partner are contained in the relevant rules of the Bank’s Partner.
8. Termination by the Merchant of the agreement with the Bank, with regard to offering the payment method “imoje pay later” in the Online Shop, shall result in the Bank ceasing to offer Payments using “imoje pay later” for that Merchant.
9. If the Client’s actions violate the provisions of the Terms and Conditions, or if the Client has taken any action that negatively affects the security of the Bank’s operations or harms other Merchants, or that is aimed at bypassing the security measures used by the Bank or that involves falsifying data made available to the Bank’s Partners under “imoje pay later”, the Bank has the right to refuse to provide the Client with access to “imoje pay later”.
10. The Client acknowledges that at the moment of redirection to the website of the Bank’s Partner offering the possibility of using the “imoje pay later” payment method, the performance of the service of making the “imoje pay later” payment method available by the Bank takes place, and therefore the Client loses the right to withdraw from the contract, to which the Client agrees by accepting the Terms and Conditions.

Article 5 Liability of the Parties

1. The rules of liability of the issuer of the payment instrument or the Provider for unauthorised payment transactions, as well as for non-performance or undue performance of a payment transaction, shall be laid down in an agreement between that entity and the Client.
2. The Payment Operator is not a party to the agreement between the Merchant and the Client and shall not be held liable for its proper performance.
3. The Payment Operator shall not execute Payments using payment instruments which are:
 - a. No matter,
 - b. Reserved,
 - c. Used contrary to the rules on the use of the payment instrument concerned,
 - d. Suspected unauthorised use.
4. The payment operator has the burden of proving that:

4.

- a. with regard to the Payments referred to in Article 3.2 1-3: The Payment has been correctly recorded in the system used to process the Payment and that it has not been affected by a technical failure or other malfunction related to the Payment,
 - b. with regard to the Payments referred to in Article 3.2 4: The Provider has received the Payment Order and that – within the scope of the Bank's Payment Operator's jurisdiction – the Payment has been authenticated, correctly recorded and has not been affected by a technical failure or other defect related to the non-performance or improper performance of the Payment, including late performance.
5. The Payment Operator shall have the right to refuse processing of a specific Payment if the Client has failed to meet the requirements specified in the Terms and Conditions or if it has become aware of doubts as to the lawfulness of a Transaction and shall not be held liable in that respect.
6. The Payment Operator shall not ensure execution of Payments in the event of a maintenance break or other reasons attributable to Intermediary Institutions, and also in cases whereby the Client has not complied with the instructions provided for in the imoje Service or these Terms and Conditions.
7. The Payment Operator shall not be held liable for the Client's technical infrastructure and IT system.
8. The Payment Operator shall not be held liable for failure to execute or improper execution of Payments which has been due to the occurrence of force majeure.
9. Obligations of the Client:
 - a. using the Service solely for Payment execution in compliance with the rules specified herein,
 - b. using the Service in a reliable and lawful manner, especially by providing true and not misleading information, not undertaking actions to the detriment of the Payment Operator or other persons, not committing actions that could make difficult or disturb the provision of services hereunder.
10. The client is obliged to comply with the security rules set out in the recommendations published on the Bank's website. The Bank shall not be held liable for any consequences of non-compliance with the said recommendations. In order to make sure that they have actually established a connection with the Bank's server, the Client shall have to check a server's certificate – a banking server has obtained a certificate by Entrust Limited issued for imoje.ingbank.pl, paywall.imoje.pl, imoje.pl, and api.imoje.pl.

11. Pursuant to the safety rules, the Bank shall have the right to require the Client to provide valid personal data or to confirm such data, and also any other information required by the Bank in compliance with regulations of law, especially provisions on counteracting money laundering and terrorism financing.
12. The Bank reserves that it is not responsible for the products offered by the Bank's Partners.

Article 6 Complaints

1. In the event of problems with Transaction execution, the Client shall first contact the Issuer of their payment instrument.
2. If the Payment Operator provides services under the imoje Service contrary to the provisions hereof, the Client shall have the right to lodge a complaint. Such complaints should be lodged immediately.
3. The complaint referred to in section 2 may be lodged by the Client in writing by mail send to the address of the Payment Operator, by e-mail send to kontakt@imoje.pl or by telephone calling at 32 319 35 71.
4. The complaint referred to in section 2 shall be reviewed by the Payment Operator immediately, however, within a period not longer than 15 Business days from its receipt. In cases where provision of an answer to the complaint within 15 Business days is impossible due to the complicated nature of the case, the Payment Operator shall inform the Client within that period about reasons for delay, circumstances that must be determined and about a complaint review date and reply which may not be longer than 35 Business days from its receipt.
5. A response to the complaint shall be delivered to the Client in hard copy or, upon agreement with the Client, using other durable data carrier sent to the address indicated by the Client in the complaint.
6. A notification by the Client should contain as much information as possible, including at least:
 - a. Transaction number,
 - b. Transaction amount,
 - c. The date and time of the Transaction,
 - d. Order information in the Online Shop – order number, items/services purchased,
 - e. The number of the debited account (in the case of transfers).
7. Irrespective of a mode of communication that the Client chooses for being contacted about a complaint review, the Payment Operator shall have the right to send information about a response in hard copy to the Client's communication address.
8. If the Payment Operator needs additional information while reviewing a complaint, it shall have the right to contact the Client by phone at the telephone number that the Client has indicated for contacting the Bank.
9. If the Payment Operator fails to consider the Client's claims presented in the complaint, the Client shall have the right to make an appeal.
10. When requested, the Client shall be obliged to collaborate with the Payment Operator to determine reasons for irregularities reported in the complaint.
11. A complaint that does not concern operations of the Payment Operator described in the Terms and Conditions shall be forwarded to a relevant entity. An entity whose operations a complain concerns shall review it pursuant to the rules indicated in its regulations and internal provisions.
12. The Client, who is a Consumer, may use an opportunity to apply to the Consumer Ombudsman or an alternative form of dispute resolution.

13. The Client who is a consumer has the possibility to make use of an out-of-court procedure for handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Katowice. Information on how to access the aforementioned dispute resolution procedure and procedures can be found at the following address: <http://www.uokik.gov.pl>, under "Consumer Dispute Resolution". A consumer buyer also has the possibility to use the EU online ODR platform, available at: <http://ec.europa.eu/consumers/odr/>. Detailed information on the application procedure can be found here.

Article 7 Personal Data

The Client represents that data provided by them during processing and execution of a Payment is true and valid. The provision of untrue data shall result in the Client's civil liability towards the Bank. The above shall not exclude criminal liability, if a regulation of law so provides.

Article 8 Final Provisions

1. Any disputes that the Parties are be unable to resolve amicably, shall be resolved by a competent common court of law.
2. Polish law shall govern the Payment Agreement, the "imoje pay later" Agreement concluded on the basis of these Terms and Conditions and the relationship between the Bank and the Client prior to the conclusion of the agreement. If the Client is not a consumer, the provisions of the PSA, the exclusion of which in relations with non-consumers is permitted in accordance with the provisions of this Act, shall not apply.
3. Communication with the Client shall be done in Polish.

Information on the processing by ING Bank Śląski S.A. of personal data of clients who make payments via imoje

Following the entry into force of and the need to apply 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 (General Data Protection Regulation) (hereinafter referred to as: the "**Regulation**"), ING Bank Śląski S.A. (hereinafter referred to as: the "**Bank**") hereby presents the below information regarding the rules of your personal data processing.

1. Your personal data are controlled by ING Bank Śląski S.A., with its registered office in Katowice, ul. Sokolska 34, 40-086 Katowice, entered in the Register of Entrepreneurs in the District Court for Katowice-Wschód, the Commercial Division No. 8 of the National Court Register under the number KRS 0000005459, with the share capital of PLN 130,100,000.00 and paid-up capital of PLN 130,100,000.00, an active VAT payer with the Tax Identification Number: NIP 634-013-54-75; phone number: +48 (32) 357 00 69, e-mail address: abi@ing.pl
2. You may contact the Bank's Data Protection Officer by writing at the Bank's mailing address: ul. Sokolska 34, 40-086 Katowice, preferably with the annotation: "Data Protection Officer" or by e-mail at abi@ing.pl
3. The Bank processes your personal data for the following purposes:

1.

- a. actions initiated by you to service payments for transactions you made via the imoje Service Platform at the online store cooperating with the Bank in which you made the purchase (hereinafter referred to as: the **"Online Shop"**) and service of such payments by the Bank (legal basis – Article 6(1)(b) of the GDPR).
- b. to transfer your personal data to other entities cooperating with the Online Shop, on the basis of an instruction given by the store to the Bank, provided you have authorised the Online Shop to transmit your personal data (legal basis – Article 6(1)(a) of the GDPR),
- c. to fulfil legal duties imposed on the Bank pursuant to the applicable laws (legal basis: Article 6(1)(c) of the GDPR),
- d. for internal administrative purposes of the Bank, including management analysis, statistical analyses, market trend research and reporting for the Company's internal purposes (legal basis – Article 6(1)(f) of the GDPR),
- e. in order for the Bank to verify proper performance of agreements with the Online Shop, on the basis of your personal data concerning information about payments made by you, that will be transmitted to the Bank by the Online Shop (legal basis – Article 6(1)(a) or (f) of the GDPR).

4. In addition to purposes indicated in item 3 (the primary purpose), the Bank may process your personal data for other lawful purposes (the secondary purpose) when the primary purpose and the secondary purpose are strictly correlated. As part of such processing, the Bank – acting pursuant to Article 6(1)(f) of the GDPR – also envisages personal data processing for the following secondary purposes: (a) transferring your personal data to its archive database and/or (b) audits or investigation proceedings and/or (c) implementation of management control mechanisms and/or (d) statistical research, (e) business-, economic or legal advisory services that may be provided to the Company, and (f) to recover amounts due.
5. Your personal data will be processed for purposes defined in points (d), (f) and (g) of item 3 and in item 4 in relation to the existence of a legitimate interest pursued by the Bank.
6. In relation to the personal data processing for purposes defined in items 3 and 4, your personal data may be made available by the Bank to other recipients or categories of personal data recipients which may include:

1.

- a. Online shops cooperating with the Bank due to the Bank's servicing the payments made by you to such shops,
- b. entities cooperating with the Online Shop if you consented that the Online Shop transmit your personal data to such entities, when the Bank transmits such personal data on the instruction of the Online Shop, in accordance with the agreement between the Bank and the Online Shop.

7. Your personal data will be processed for a period justified to achieve the purposes indicated items 3 and 4, that is for a period of 6 years from the day of their receipt by the Bank
8. As regards the processing of your personal data, you have the following rights:
 - a. the right to access your personal data,
 - b. the right to have your data rectified if they do not reflect the reality,
 - c. the right to have your data removed or to restrict the processing of your data,
 - d. the right to file an objection to the processing of personal data, and
 - e. the right to data portability.
9. Where your personal data are processed on the basis of consent, you have the right to withdraw your consent at any time. The withdrawal of consent will not affect the lawfulness or the legal basis of data processing based on consent before its withdrawal.

10. The President of the Office for Personal Data Protection or any other authority that will replace him/her is the supervisory authority for the Bank in terms of personal data. You have the right to lodge a complaint with the regulatory authority
11. The Bank processes personal data that were obtained directly from you or via the Online Shop due to the fact that the Bank provides a service for the Online Shop, whereby the Bank provides the infrastructure for payment service that you may use. Furthermore, the Bank may process your personal data received from entities cooperating with the Bank and processing your personal data on the basis of your consent.
12. If you give your personal data in order to take actions aimed at the service of payment for a transaction you effected via the Service Platform and such payments are serviced by the Bank, giving data is required in order to execute such a payment.
13. Processing of your personal data may involve profiling if the Bank assesses the personal data because it is willing to present you with personalised information on services that you might be interested in. You have the right to object to such processing of your personal data, in which case the Bank will no longer process your personal data for that purpose.

Usługa imoje świadczona jest przez ING Bank Śląski SA., ul. Sokolska 34, 40-086 Katowice, wpisany do Rejestru Przedsiębiorców w Sądzie Rejonowym Katowice - Wschód Wydział VIII Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000005459, kapitał zakładowy w kwocie 130.100.000,00 zł opłacony w całości, NIP: 634-013-54-75, REGON: 271514909.