

## QUICKO TERMS OF SERVICE

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### I. GENERAL INFORMATION

1. The Quicko Terms of Services define the conditions under which Quicko provides services to Individual Customers and Business Customers in the scope of:
  - a. opening and maintaining payment accounts ("**Accounts**"),
  - b. issuing and servicing payment cards ("**Cards**"),
  - c. execution of Transactions,
  - d. providing access to the payment services provided via a mobile application ("**Quicko Application**") or an online platform ("**Customer Panel**"),
  - e. as well as other services, the current list of which can be found on the Quicko Portal.
2. Quicko's Terms of Service constitute an integral part of the Framework Agreement.
3. The current content of the Terms is made available to Customers free of charge via the Quicko System and the Quicko Portal in a form enabling its download, saving and printing.
4. The Customer is obliged to read the Terms of Service before concluding the Framework Agreement.
5. Quicko is authorised to provide payment services as a National Payment Institution (NPI), referred to in art. 60 s. 1 UUP. The current scope of services covered by the permit can be found at: [https://www.knf.gov.pl/podmioty/wyszukiwarka\\_podmiotow#2448926](https://www.knf.gov.pl/podmioty/wyszukiwarka_podmiotow#2448926)

### II. DEFINITIONS USED IN THE TERMS OF SERVICE

**Acquirer** - a bank or other entity that has concluded an agreement with the Merchant to accept payment using payment cards.

**Merchant** - an entrepreneur who has concluded an agreement with the Acquirer to accept payments using payment cards.

**AML** - Act of 2 March 2018 on counteracting money laundering and terrorist financing.

**NFC proximity antenna** - an electronic device built into a mobile device, using NFC technology, communicating with a proximity reader, allowing you to perform a Proximity Transaction.

**API** – Quicko service access programming system

**Quicko Application** - an application installed on Mobile Devices that is an electronic banking service, intended for Customers through which Quicko provides services, including payment services - on the basis of the Agreement on Access to Payment Services using the Quicko Application. The Quicko Application is required to use the Account and the Card. Detailed rules for using the Quicko Application are set out in these Terms of Service.

**Authorisation** - the Customer's consent to execute the Transaction, as well as the Customer's consent to submit a declaration of will or knowledge.

**ATM** - a device that allows you to make cash withdrawals using Cards.

**Chargeback** - procedure initiated by Quicko at the Card Merchant, on the basis of a complaint submitted by the Customer, which allows to recover funds from the disputed Card Transaction.

**CVV2 |CVC2** - "Card Verification Value 2" |"Card Verification Code 2" – a three-digit security number, indicated by Quicko for the Virtual Card, Quicko Card and Payment Wristband in the Quicko Application/Customer Panel (Card data), which may be required at the request of the Merchant when making a Distance Transaction.

**Billing Cycle** - a repetitive monthly period after which a Statement is generated.

**Proximity Reader** - an electronic device used to conduct Proximity Transactions, reading Card data using its NFC proximity antenna.

**Value Date** - the date from or to which Quicko calculates interest on the cash to which the Account has been debited.

**Biometric Data** - data constituting an individual record of the Customer's characteristics, enabling or confirming their unambiguous identification, e.g. fingerprint and face scan.

**Payee's Supplier** - an entity providing payment services to the Payee in the scope of executing the Transaction. The Payee's Supplier is, among others, an Acquirer in relation to the Merchant (Payee).

**Available Funds** - the balance of funds in the Account that the Customer may freely dispose of, using the Card, up to the established Transaction Limits.

**Business Day** - every day from Monday to Friday, excluding public holidays in Poland.

**Days Off** - public holidays and Saturdays.

**Disposition** - a request submitted by the Customer during the term of the Framework Agreement to open an Account, another Account, issue a Card or Payment Wristband.

**Access Password** – a password consisting of at least eight characters from three of the above-mentioned four groups (lowercase letters, uppercase letters, numbers and special characters) set by the Customer enabling the first and subsequent login to the Customer's individual account in the Quicko System.

**IBAN - International Bank Account Number - an identifier of the bank** account used to identify the bank account in transactions with payment service providers in the EU Member States and in the countries that have adopted IBAN as the standard for bank account numbers.

**Helpline** - a service provided to Customers free of charge consisting in providing Customer service at the e-mail address or telephone number indicated on the Quicko Portal. The helpline operates 24/7 in the field of cancellation and blocking of Cards. Information on the operating hours of the Helpline in the scope of other services is available on the Quicko Portal. The helpline can be a telephone banking service within the meaning of § 2 point 18 of the Regulation of the Polish Minister of Development and Finance of 14 July 2017 on the list of representative services related to a payment account (Journal of Laws of 2017, item 1437).

**One-time password** - a string of characters generated by Quicko for one-time authorisation in the Quicko System

**Card** - a payment instrument within the meaning of the UUP; a payment card within the meaning of the UKK and Regulation 2015/751, issued to the Account (debit card) by Quicko, regardless of its form (physical, virtual), with a magnetic strip and/or microprocessor, identifying the issuer and the Customer or the Authorised Person, entitling to withdraw cash or make payment (i.e. commissioning a Transaction) in accordance with the provisions of the Card Agreement and the Quicko Terms of Service.

**Quicko Card** – a payment card in physical form issued to the Customer on the basis of a Card Agreement or Disposition;

**Proximity Card** - A card equipped with a proximity antenna, enabling the execution of Proximity Transactions using NFC technology by placing it next to the terminal (so-called contactless card).

**Virtual Card** - a payment instrument within the meaning of the UUP issued by Quicko, identifying the issuer and the Customer, enabling Transactions with the use of funds available on the Card Account assigned to the card in accordance with the provisions of the Agreement and the Terms.

**Customer** - Individual Customer or Business Customer.

**Business Customer** - a natural person, a legal person and an organizational unit that is not a legal person, and which is granted legal capacity by law, submitting an Application and concluding Agreements with Quicko in connection with its business activity.

**Individual Customer** - a natural person submitting the Application and concluding Agreements with Quicko as a consumer, for purposes not related to their business activity.

**3D - Secure Code** - a one-time code sent by Quicko to the Customer's Mobile Device in order to verify the Customer's identity and additional Authorisation of Distance Transactions.

**CVV2/CVC2** code - a three-digit code that is an additional confirmation for a Distance Transaction. It is found on the back of the card or is given in the Quicko System in the description of the Card.

**Transaction Limit** - the time limit set by the Customer or Quicko for the Transactions they order, the limit may apply to the maximum Transaction Amount and the maximum number of Transactions carried out over a specified period of time.

**Payee** - a natural person, a legal person or an organizational unit that is not a legal personality, to which the law grants legal capacity, being the recipient of cash funds constituting the subject of the Transaction (e.g. Merchant).

**Payment Wristband** - means a wristband band containing a microcard (Card) that acts as a Proximity Card, it can be used to make purchases of products and services at points of sale and service, where cards or contactless media enabling payment in NFC Technology are accepted.

**Operation** - any Non-Cash or Cash Transaction, also one performed using the Card, as well as other debits and credits on the Account, including fees and commissions.

**PAN (Primary Account Number)** – a sixteen-digit number assigned to the card allowing it to be identified

**Customer Panel** - a service made available to the Customer via a website, which is an electronic banking service through which Quicko provides services, including payment services - on the basis of the Agreement on Access to the Customer Panel. The Customer Panel is required to use the Account and the Card. Detailed rules for using the Customer Panel are set out in these Terms of Service. The Customer Panel can be accessed through Quicko partners.

**Partner** – entity cooperating with Quicko sp. z o.o. ; **Partner Name**

**PIN** – a four-digit confidential code used to identify the Customer and to authorise Transactions made with use of devices reading the information contained in the Card.

**Quicko Application PIN** – a four-digit code set by the Individual Customer in the Quicko Application enabling subsequent logging into the individual account in the Quicko Application.

**Quicko Portal** – Quicko website at: [www.quicko.pl](http://www.quicko.pl), where you can find up-to-date information about products and services offered by Quicko.

**Account** – an individual payment account maintained for the Customer by Quicko on the basis of the Agreement on Opening and Maintaining a Payment Account. A unique IBAN number is assigned to the account

**Card Account** – an account used to settle Transactions, as well as to record and settle Card Payments associated with a Virtual Card or a Quicko Card.

**PLN Account** – Account kept for the Customer by Quicko in Polish zlotys.

**Currency Account** – Account kept for the Customer by Quicko in the foreign currency selected by the Customer.

**Regulations** – regulations linking Quicko and the Customer, i.e. Terms of Service, Table of Fees and Commissions, Card Agreement, Agreement on opening and maintaining a payment account, Agreement on providing the Customer Panel, Agreement on access to payment services via the Quicko Application.

**Quicko Terms of Service or Terms of Service** – the present document.

**Regulation (EU) 2015/751** Regulation of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions.

**Partner's Website** – a mobile or web application created by the Partner enabling the Customer to access the Quicko services through the Quicko System

**Quicko System** – Quicko Application, Customer Panel and access via API to the Customer Panel

**Table of Fees and Commissions** – table of fees and commissions charged by Quicko for the services provided.

**NFC technology** – wireless technology that allows contactless data transmission at close range.

**POS Terminal** – an electronic device used to perform Cash and Cashless Transactions and to print their confirmations, reading the Card data.

**Transaction** – initiated by the Customer or the Payee to deposit, transfer or withdraw money.

**Cashless Transaction** – Card Transaction, constituting payment for goods or services at points accepting Card payments, including on the Internet.

**Cash Transaction** – A Card transaction constituting a cash payment, including a cash payment at an ATM and using a terminal (in banks or other financial institutions and at specific service and commercial points; often associated with a Cashless Transaction).

**Remote Transaction** – a Cashless Transaction that does not require a physical presentation of a Card, including: order placed by phone, e-mail, fax, postal and via the Internet. Distance Transaction authorisation may require providing the CVV/CVC2 Card number. When making a Remote Transaction, you are never required to enter your payment card PIN.

**Foreign Transaction** – Transaction made in foreign currency or in Polish zlotys (PLN) with the Merchant having its registered office outside Poland.

**Proximity Transaction** – Transaction made with the use of a Proximity Card in NFC Technology.

**Agreements** – collective definition of the Framework Agreement and agreements concluded with the Customer in its execution, i.e. a agreement for a payment card, for opening and maintaining a payment account, for providing access to payment services with use of the Customer Panel/Quicko Application.

**Mobile device** – a portable electronic device that allows its user to receive, transfer and send data via the Internet, meeting the technical requirements for installing the Quicko Application, e.g. a smartphone, a tablet.

**UUP** - the Polish Act of 19 August 2011 on payment services.

**Using the Card** – - using the Card, including Card data, to initiate a Transaction.

**Quicko** – Quicko sp. z o.o. with its registered office in Tarnowskie Góry, at ul. Sienkiewicza 49, 42-600 Tarnowskie Góry, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under the KRS number 0000350151, NIP 5213540295, REGON 142004870, holding the license of National Payment Institution number IP52/2021.

**Application** – an application for the conclusion of a Framework Agreement submitted by the Customer using the Quicko Application or the Customer Panel.

**Issuance of a Card** - a service consisting in issuing a payment card referred to in Art. 2 item 15a of the UUP.

**Statement of Operations** - statement of Operations on the Account or Accounts in a given Settlement Cycle.

**Blocking the Card**- temporary or permanent suspension of the possibility of making Transactions subject to Authorisation.

**Crediting the Account** - increasing the balance of Available Funds on the Account by crediting the transfer or crediting a Card.

**Card Cancellation** - irrevocably preventing Authorised Transactions with the use of the Card.

**Payment Order** - a statement addressed to Quicko by the Customer or the Payee, respectively, containing an order to execute the Transaction.

**Refund** - crediting the Account with the amount returned through the Acquirer, e.g. as a result of returning the goods for which payment was previously made using the Card.

### III. CONCLUSION OF A FRAMEWORK AGREEMENT

#### § 1 Form of conclusion of the Framework Agreement

1. The conclusion of the Framework Agreement takes place on the basis of the Customer's Application submitted:
  - a. in the case of an Individual Customer:
    - (i) through the Quicko Application,
    - (ii) through the Customer Panel, another communication channel provided by Quicko;
  - b. in the case of a Business Customer:
    - (i) in person at a Quicko facility,
    - (ii) through the Customer Panel,
    - (iii) with another channel provided by Quicko.
2. The conditions for concluding the Framework Agreement are:
  - a. submitting a correct and complete Application,
  - b. submission by the Customer of a declaration of will to conclude a Framework Agreement, i.e. acceptance of the template of the Framework Agreement by the Customer in the Quicko System,
  - c. positive verification of the Customer's identity, subject to terms indicated in § III.2 and III.3 below.
  - d. acceptance of these Terms by ticking the box with the following text: "I have read the content of the Quicko Terms of Service, which is an integral part of the Framework Agreement and I accept its content"
  - e. expressing the will to conclude a Framework Agreement by ticking the box saying: "I am concluding a Framework Agreement for the provision of payment services with Quicko"
  - f. receipt of confirmation of the conclusion of the Framework Agreement by Quicko in the Quicko System
3. Quicko notifies the Customer about the result of their verification through the Quicko System, via e-mail or other communication channel provided by Quicko and used by the Customer to submit an application for the conclusion of the Framework Agreement.

4. Quicko is not obliged to indicate the reasons for refusal to conclude a Framework Agreement.

## **§ 2 Verification of Individual Customer's identity**

1. The condition for the conclusion of the Framework Agreement is the identification of their identity.
2. Identity verification is carried out using the Quicko Application or the Customer Panel using the video verification method (verification by photo).
3. Verification of identity may be carried out by Quicko or the Partner
4. Before proceeding with identity verification in the Quicko Application, the Individual Customer should make sure that his Mobile Device (mobile phone, tablet, etc.) meets the technical requirements enabling it to be carried out:
  - a. has the current, registered version of the Quicko Application,
  - b. has an iOS13 or higher (for Apple devices) or Android 7.0 Marshmallow or higher (for Android devices),
  - c. has access to the Internet with an available bandwidth of at least 512 Kbps,
  - d. has a (built-in or connected) camera.
5. Before starting the video verification, the Individual Customer should:
  - a. prepare a valid identity document, i.e. ID card or passport or residence permit
  - b. prepare a place illuminated in such a way that the photographs taken in it enable the recognition of the face and the data contained in the identity document.
6. In order to perform video verification in the Quicko Application, the Individual Customer:
  - a. logs in to the Quicko Application on their device,
  - b. consents to the processing of personal data, including image processing,
  - c. consents to the access of the Quicko Application to the camera,
  - d. makes a statement concerning exposed political position,
  - e. completes the Application by providing their personal data, i.e.:
    - i. first name and surname,
    - ii. date of birth,
    - iii. citizenship,
    - iv. phone number,
    - v. e-mail address,
    - vi. residence address,
  - f. makes a statement as to the accuracy of the data provided by them,
  - g. takes a photo using the Quicko Application on which the Customer's face and their ID card or passport are visible at the same time in the manner indicated in the Quicko Application (the quality of the photo must allow for facial recognition and reading of identity document data),
  - h. sends a verification request via the Quicko Application.
7. In the case of verification in the Customer Panel, the Customer provides the following data:
  - a. makes a statement concerning exposed political position,
  - b. completes the Application by providing their personal data, i.e.:
    - vii. first name and surname,
    - viii. date of birth,
    - ix. citizenship,
    - x. phone number,
    - xi. e-mail address,
    - xii. residence address,
  - c. makes a statement as to the accuracy of the data provided by them,
  - d. takes a photo using a camera, on which the Customer's face and their ID card or passport are visible at the same time in the manner indicated in the Customer Panel (the quality of the photo must allow for facial recognition and reading of identity document data),

8. QUICKO verifies the authenticity of the identity document and the compliance of the Customer's image and the image on the identity document:
  - a. using software incorporating biometric techniques, or
  - b. manually by one of Quicko's employees authorised to process Customer data in this regard.
9. In the event of doubts regarding the identity of the Individual Customer, Quicko or the Partner may require them to send scans of additional documents confirming their identity (e.g. driving licenses, utility bills) or send another photo including both the Customer's face and their identity document.
10. Quicko or the Partner rejects the Application if the identity verification turned out to be negative, i.e. when:
  - a. the data in the Application are incomplete, untrue, outdated or inconsistent with the information obtained by Quicko or the Partner in the verification process,
  - b. the submitted photo prevents effective identification of the Individual Customer,
  - c. the identity document is not owned by the Individual Customer, is no longer valid, invalidated or for other reasons it is not possible to read the information contained in it (including verification of the image).
11. Quicko or the Partner notifies the Individual Customer about the results of identity verification using the Quicko Application, within no more than 3 Business Days from the date of confirming the submission of a complete application (and in the event of a request for further documents referred to in item III.§2-8 of the Terms of Service - from the date the last one was submitted).

### **§ 3 Verification of the Business Customer's identity**

1. aBefore concluding the Framework Agreement with a Business Customer, Quicko or the Partner shall verify their identity.
2. Verification of the Business Customer's identity consists in verifying the data provided by them in the Application by the Quicko employee or Partner during a meeting with the customer or using the Customer Panel and video verification (in the case of a Business Customer that is a legal person - video verification is carried out with persons authorised to represent it).
3. Prior to the commencement of the verification, the Business Customer should:
  - a. prepare a valid identity document, i.e. an identity card or passport (if the Business Customer is a legal person - of a person authorised to represent it);
  - b. prepare a place illuminated in such a way that the photographs taken in it enable the recognition of the face and the data contained in the identity document.
10. In order to verify the identity in the Customer Panel, the Business Customer:
  - a. logs in to their account via the Customer Panel (in the case of a Business Customer that is a legal person, logging in is performed by a person authorised to represent it, as indicated by the Business Customer when creating an account in the Customer Panel),
  - b. gives appropriate consents regarding the processing of personal data (in the case of a Business Customer, who is a natural person or a person authorised to represent a Business Customer, who is a legal person),
  - c. submits a statement concerning their exposed political position (in the case of a Business Customer who is a legal person - by persons representing it),
  - d. provides the following data:
    - i. company/name,
    - ii. form of conducting business activity,
    - iii. NIP/KRS number,

- iv. persons authorised to represent (in the case of a Business Customer who is a legal person),
    - v. beneficial owner,
    - vi. e-mail address
  - e. takes a photo in which the face of the Business Customer (a representative of the Business Customer, who is a legal person) and their ID card or passport are visible at the same time in the manner indicated in the Customer Panel and sends it to Quicko via the Customer Panel. The quality of the image must be sufficient for recognition of face and the data on the identity document.
10. In order to verify the identity of the Business Customer, Quicko or the Partner verifies the data provided by the Business Customer against public information available on the Internet, including data collected in business registers (KRS, CEIDG, white list of VAT taxpayers and others).
10. In the event of any doubts as to the data provided in the Application, especially in the scope of actual beneficiaries, Quicko or the Partner may ask the Business Customer to submit additional explanations and documents.
10. Quicko or the Partner rejects the Application if the identity verification turned out to be negative, i.e. in a case, when:
- a. the data in the Application are incomplete, untrue, outdated or inconsistent with the information obtained by Quicko or the Partner from external sources in the verification process,
  - b. verification of the Business Customer's identity revealed an unacceptable level of risk in concluding the Framework Agreement.
10. Quicko or the Partner notifies the Customer about the results of identity verification using the Customer Panel, within no more than 5 Business Days from the date of confirming the submission of a complete application (and in the event of a request for further explanations or documents referred to in item III.§3-6 of the Terms of Service - from the date the last one was submitted).

## IV. QUICKO APPLICATION

### § 1 Access to the Quicko Application

#### [Basic information]

1. Quicko provides the Individual Customer with access to payment services using the Quicko Application, unless the Customer registers through the Partner's website and then the payment services are available only through the Customer Panel integrated with the Partner's website.
2. The Quicko Application is an electronic banking service referred to in the Regulation of the Polish Minister of Development and Finance on the list of representative services related to a payment account of 14 July 2017 and consists in access to a payment account via the Internet, which allows users to check the balance of a payment account, change the limits for non-cash payments and transactions made using a card or submit another type of order to the account.
3. The condition for access to payment services is the prior installation of the Quicko Application. The app can be downloaded from <http://www.quickowallet.com> as well as from Google Play and the App Store.
4. The Quicko application allows the Individual Customer to access basic services, including obtaining information about Quicko products and submitting a request for the conclusion of a Framework Agreement. The rules for using the Quicko Application, including the registration rules, are described in these Terms of Service.
5. Access to the full range of services in the Quicko Application, including access to payment services using the Quicko Application, is available to Individual Customers after the conclusion of the

- Agreement on Access to Payment Services in the Quicko Application under the Framework Agreement and requires registration in the Quicko Application and positive verification described in Item III §.2
6. By registering an account in the Quicko Application, the Individual Customer sets the Access Password and PIN of the Quicko Application, meeting the minimum requirements in terms of the number and type of characters of which it consists, as indicated in these Terms of Service.
  7. After registering an account in the Quicko Application, the Individual Customer receives an activation link to the e-mail address provided by them, enabling the first login in the Quicko Application.

### **[Login to the Quicko Application]**

8. The first login to the Quicko Application is made by providing a login and an Access Password.
9. Each subsequent login to the Quicko Application may take place in one of the following ways, selected by the Individual Customer:
  - a. providing the login (the login is the phone number provided by the Individual Customer when creating an account in the Quicko Application) and the Access Password,
  - b. providing the PIN of the Quicko Application,
  - c. authentication using Biometric Data.
10. Providing the login with the Access Password incorrectly in three consecutive attempts by the Individual Customer causes them to be locked. In this case, in order to unlock access to the Quicko Application, the Individual Customer should contact Quicko via the Helpline or wait until access to the Quicko Application unlocks itself after 5 minutes from its locking.
11. Some activities carried out in the Quicko Application, including disposition of services and products, require additional Authorisation for security reasons. This Authorisation is done in one or more of the following ways:
  - a. by providing in the Quicko Application a One-time Password sent by Quicko,
  - b. by typing the PIN,
  - c. by authentication using Biometric Data (if the Individual Customer has selected this method as the default method of Authorisation).
12. Quicko reserves the right to temporarily change the method of access to the Quicko Application for security reasons or in the event of the need to carry out technical works. In this case, the Individual Customer will be notified in advance of the new access method.

## **§ 2 Functionality of the Quicko Application**

1. Using the Quicko Application, the Individual Customer obtains:
  - a. access to Quicko Accounts,
  - b. the possibility of executing Payment Orders.
2. In particular, the Quicko Application enables the Individual Customer to:
  - a. register and log in to their individual account,
  - b. manage the Individual Customer's profile and security,
  - c. access Account information, including Account number and currency information,
  - d. access the history of Account Transactions,
  - e. access the current balance of the Accounts,

- f. change in the scope of products held in Quicko, including submitting an application for an additional Card or Account,
  - g. submit an application for the opening of another Account,
  - h. Crediting the Card,
  - i. change the Transaction Limits,
  - j. order payments in NFC Technology with Cards issued by Quicko
  - k. order payments using a QR code,
  - l. select the form of sending the Statement in written or electronic form,
  - m. get information about current Quicko products,
3. Quicko reserves the right to further update and expand the Quicko Application with additional functions. Up-to-date information on all available functions of the Quicko Application is available at [www.quickowallet.com](http://www.quickowallet.com).
  4. The scope of activities that can be performed through the Quicko Application is contained in the present Terms of Service.

### **§ 3 Execution of Payment Orders using the Quicko Application**

1. Quicko executes Payment Orders submitted by an Individual Customer using the Quicko Application.
2. Quicko refuses to execute Payment Orders related to participation in gambling, the subject of which would be the performance of payment services, unless the game is conducted in accordance with the Polish Gambling Act.
3. Quicko executes Payment Orders up to the established Transaction Limit (quantitative and concerning the amounts). Quicko refuses to execute Payment Orders that exceed the established Transaction Limit or the amount of funds collected on the Customer's account.
4. Quicko executes a Payment Order after Authorisation by an Individual Customer. The authorisation of the Payment Order by the Individual Customer constitutes their consent to execute the Transaction.
5. The Individual Customer may also grant consent for the execution of the Transaction through the Payee, the Payee's Supplier or the Supplier providing the Transaction initiation service.
6. The Individual Customer authorises the Payment Order by:
  - a. selecting the acceptance button in the Quicko Application,
  - b. selecting the acceptance button in the Quicko Application and performing additional Authorisation in one or two of the following ways:
    - (i) providing the PIN of the Quicko Application,
    - (ii) authenticating using Biometric Data (if the Individual Customer has selected this method as the default method of Authorisation)
    - (iii) provision of 3D-Secure Code,
    - (iv) provision of CVV2 |CVC2 code.
    - (v) provision of One-Time Password
7. In the absence of correct Authorisation of the Payment Order, Quicko refuses to execute it.
8. The moment of Authorisation submitted with use of the Quicko Application is deemed to be the moment of Payment Order receipt by Quicko.
9. The Individual Customer may cancel the Payment Order until it is received by Quicko.
10. Quicko refuses to execute the Payment Order in the case of:
  - a. lack of sufficient funds in the Account selected to execute this Transaction,
  - b. exceeding the Transaction Limit,
  - c. lack of Payment Order Authorisation,
  - d. provision of incomplete or incorrect information necessary to execute the Payment Order to Quicko,

- e. doubts as to the identity of the person submitting the Payment Order or its authenticity,
  - f. non-compliance of the Payment Order with the law (including in the event of a reasonable suspicion that it may be related to money laundering or terrorist financing (AML)).
11. The Individual Customer will immediately receive notification of the refusal to execute the Payment Order by the Quicko Application and the reason for the refusal, unless such notification is inadmissible under separate provisions.
  12. In the event that Quicko receives a Payment Order on a day that is not a Business Day, the Payment Order shall be deemed to have been received on the first Business Day thereafter.
  13. The maximum execution time of the payment service provided by Quicko is 1 Business Day.

## **V. CUSTOMER PANEL**

### **§ 1 Access to the Customer Panel**

#### **[Basic information]**

1. Quicko provides the Individual Customer who has registered through the Partner's website and the Business Customer with access to payment services via the Customer Panel.
2. The Customer Panel is an electronic banking service referred to in the Regulation of the Polish Minister of Development and Finance on the list of representative services related to a payment account of 14 July 2017 and consists in access to a payment account via the Internet, which allows users to check the balance of a payment account, change the limits for non-cash payments and transactions made using a debit card or submit another type of order to the account.
3. Access to the Customer Panel requires the Customer to create an individual account.
4. Integration of the Customer's or Partner's IT system with the API is possible if the following technical prerequisites are met:
  - a. Exchange of cryptographic keys,
  - b. Creation of a secure VPN tunnel connection.
5. The minimum technical requirements for the Customer Panel are having a device with Internet access with the possibility of data transmission with a bandwidth of at least 512 Kbps,
6. Access to the full range of services in the Customer Panel, including access to payment services using the Customer Panel, will be available to Customers after the conclusion of the Agreement on Access to the Customer Panel under the Framework Agreement.
7. Detailed rules for using the Customer Panel are set out in these Terms of Service.
8. In the case of Business Customers who are not natural persons, access to the Customer Panel is reserved only for the person indicated by the Business Customer in the Application. The Business Customer indicates the name, surname and telephone number of the person authorised to access the Customer Panel.
9. The Customer Panel may be available only on the Partner's website if the Customer is also a customer of the Quicko Partner

#### **[Logging in to the Customer Panel]**

10. By creating an account in the Customer Panel, the Customer sets a strong Access Password that meets the minimum requirements in terms of the number and type of characters it consists of, as indicated in the present Terms of Service.
11. Each access to the Customer Panel requires providing identification data, including:

- a. login (login is the e-mail address provided by the Customer when creating an account in the Customer Panel),
  - b. the Access Password set by the Customer,
  - c. a one-time Password sent to the Customer's e-mail address.
12. If the Customer enters the login or access password incorrectly three times, it will be locked. In this case, in order to unlock access to the Customer Panel, the Customer should contact Quicko or the Partner via the Helpline or wait until access to the Customer Panel unlocks itself.
13. Providing the login and password by the Customer (including the person indicated by them) is required for each login to the Customer Panel.
14. For security reasons some activities performed in the Customer Panel, including instructions regarding services and products and Payment Orders, require additional Authorisation. Authentication takes place by providing in the Customer Panel a one-time Password sent by Quicko to the e-mail address indicated by the Customer.
15. In the Customer Panel, the Customer indicates the e-mail address to which the One Time Password required for the Authorisation of Payment Orders requiring additional Authorisation will be sent.
16. Quicko reserves the right to temporarily change the method of access to the Customer Panel for security reasons or in the event of the need to carry out technical works. In this case, the Customer will be notified in advance of the new access method.

## **§ 2 Functionality of the Customer Panel**

1. Using the Customer Panel, the Customer can gain:
  - a. access to Quicko Accounts,
  - b. the possibility of executing Payment Orders.
2. In particular, the Customer Panel may enable the Customer to:
  - a. register and log in to the Customer's individual account,
  - b. manage the Customer's profile and security,
  - c. access Account information, including account number and currency information,
  - d. access the history of Account transactions,
  - e. access the current balance of the Accounts,
  - f. submit Payment Orders,
  - g. activate a Card,
  - h. change the range of products held with Quicko,
  - i. submit an application for the opening of another Account,
  - j. change the Transaction Limits,
  - k. select the form of sending the Statement in written or electronic form,
  - l. change the data of the person authorised to use the Customer Panel,
  - m. get information about current Quicko products.
3. Quicko reserves the right to further update and expand the Customer Panel with additional functions. Up-to-date information on all available functionalities of the Customer Panel is available in the Quicko Portal.
4. Quicko reserves the right to change the functionality of the Customer Panel depending on the Partner, who cooperates with the Customer and Quicko.
5. The scope of activities that can be performed through the Customer Panel is contained in these Terms of Service.

## **§ 3 Placing Payment Orders using the Customer Panel**

1. Quicko executes the instruction of the Customer Payment Order placed with use of the Customer Panel.
2. Quicko refuses to execute orders related to participation in gambling, the subject of which would be the performance of payment services, unless the game is conducted in accordance with the Polish Gambling Act.
3. Quicko executes orders up to the established Transaction Limit (quantitative and concerning the amounts). Quicko refuses to execute orders that exceed the established Transaction Limit or the amount of funds collected on the Customer's account.
4. Quicko executes Transactions after their Authorisation by the Customer. The authorisation of the payment order by the Customer constitutes their consent to execute the Payment Transaction.
5. The Customer may also grant consent for the execution of the Payment Transaction through the Payee, the Payee's Supplier or the Supplier providing the Transaction initiation service.
6. The Customer authorises the Payment Order by:
  - a. selecting the acceptance button in the Customer Panel,
  - b. selecting the acceptance button in the Customer Panel and providing a correct One Time Password - in the case of those transactions that, due to applicable law or security reasons, require additional Authorisation.
7. In the absence of correct Authorisation of the Payment Order, Quicko refuses to execute it.
8. The moment of receipt by Quicko of the Payment Order submitted with use of the Customer Panel is considered to be the moment of authorisation of the Payment Order.
9. The Customer may cancel the Payment Order until it is received by Quicko.
10. Quicko refuses to execute the Payment Order in the case of:
  - a. lack of sufficient funds in the Account selected to execute this Transaction,
  - b. exceeding the Transaction Limit,
  - c. lack of Payment Order Authorisation,
  - d. provision of incomplete or incorrect information necessary to execute the Payment Order to Quicko,
  - e. doubts as to the identity of the person submitting the Payment Order or its authenticity.
  - f. non-compliance of the Payment Order with the law (including in the event of a reasonable suspicion that it may be related to money laundering or terrorist financing (AML)).
11. The Customer will immediately receive notification of the refusal to execute the Payment Order by the Customer Panel and the reason for the refusal, unless such notification is inadmissible under separate provisions.
12. In the event that Quicko receives a Payment Order on a day that is not a Business Day, the Payment Order shall be deemed to have been received on the first Business Day thereafter.
13. The maximum execution time of the payment service provided by Quicko is 1 Business Day.

## **VI. COMMON SAFETY RULES FOR QUICKO SYSTEMS**

1. These security rules listed below apply to Customers using the Customer Panel or Quicko Application or persons indicated by Business Customers to use the Customer Panel.
2. Always protect login and authorisation data, as well as the content of messages received from Quicko, take care of their confidentiality and do not share them with third parties.
3. When entering login and authorisation data, care should be taken to ensure that they are entered in a place and in a manner that prevents their disclosure to third parties.
4. In the event of disclosure or suspicion of disclosure of Customer identification data, the Access Password should be changed immediately.
5. Log out of the Quicko System in case of departure or absence from the device.
6. Do not leave devices on which the Quicko System is installed/used unattended.

7. When using the Quicko System always make sure that the connection is encrypted (a closed padlock symbol next to a website address starting with https).
8. Before authorising a Payment Order, one should always make sure that the Transaction data is correct.
9. When receiving a One Time Password from Quicko or a Partner, one should carefully read its content, noting any discrepancies with the submitted Payment Order.
10. Only use legal and up-to-date software, including anti-virus software.
11. One should not install applications that do not originate from safe sources on the device.
12. Do not log into the Quicko System while using an unknown, publicly available or unsecured Internet network.
13. Caution is advised when opening emails from suspicious senders.
14. Any suspicious circumstances related to the use of the Quicko System should be reported to Quicko immediately.

## **VII. ACCOUNTS**

### **§ 1 Accounts kept for Individual Customers**

#### **[Opening of Account]**

1. Quicko provides the services of opening and maintaining the following Accounts:
  - a. PLN accounts,
  - b. Currency Accounts.
2. Current information on Accounts, including available currencies for Currency Accounts, is made available in the Quicko System.
3. Quicko opens and maintains a PLN Account for the Individual Customer, on the basis of the Agreement on opening and maintaining an Account concluded under the Framework Agreement.
4. The Individual Customer receives a confirmation of the opening of the Account from Quicko, containing information about the individual Account number immediately after the conclusion of the Agreement on the opening and maintenance of the Account, via the Quicko Application.
5. With the conclusion of the Card Agreement or the submission of the Card Issue Order, Quicko opens and maintains a Card Account associated with the Card, which is a technical account.
6. Quicko reserves the right to refuse to open and keep an Account or temporarily block it in the event of negative verification of the Individual Customer's data or suspicion of acting contrary to applicable regulations, in particular if there is a reasonable suspicion of the possibility of acting contrary to the provisions of AML.

#### **[Opening subsequent Accounts]**

7. An Individual Customer may hold more than one Account.
8. The opening of the next Account for an Individual Customer is based on the instruction submitted through the Quicko Application and does not require the conclusion of an annex to the Agreement on the opening and maintenance of the Account.
9. The Individual Customer selects the currency in which the next (second and further) Account will be kept. The first Individual Customer Account is kept in PLN.

10. The Individual Customer receives from Quicko a confirmation of opening the Account, containing information about the individual Account number and its currency, immediately after Quicko accepts the Disposition, via the Quicko Application.

#### **[Account Functionality]**

11. Every Account is kept as an individual personal account of an Individual Customer. Quicko does not keep joint accounts.
  12. Accounts may not be used by the Individual Customers to carry out cash settlements related to conducting business activity.
  13. Funds accumulated in the Accounts are not interest-bearing.
  14. The Individual Customer may dispose of the money in each of the Accounts, up to the amount of their balance.
- 
15. A Card may be issued for each Account kept for an Individual Customer.

#### **[Account Access and Account Orders]**

16. Access to the Accounts takes place through the Quicko System.
17. The Individual Customer receives access to information about the current balance on the Accounts and the history of transactions on the Accounts:
  - a. through the Quicko System,
  - b. once a month in the form of a Statement of Operations on Accounts (the rules for preparing a Statement of Operations are indicated in item XI of the Terms of Service).
20. Individual Customer submits orders for Accounts using the Quicko System

#### **[Account Transactions]**

21. An account kept for an Individual Client enables:
  - a. storing funds on the Account,
  - b. payment of funds by bank transfer (Account Crediting).
  - c. performing a Transaction using the Virtual Card or the Quicko Card associated with the Account
22. An account kept for an Individual Customer does not allow for making other Transactions than those indicated in item VII.§1.21 of the Terms of Service.
23. Quicko reserves the right to expand the functionality of the Account in the future, including the possibility of performing additional Transactions. Current information on the services provided by Quicko in connection with opening and maintaining the Account is available in the Quicko Portal.

### **§ 2 Accounts kept for Business Customers**

### **[Opening of Account]**

1. Quicko provides the services of opening and maintaining the following payment accounts:
  - a. PLN accounts,
  - b. Currency Accounts.
2. Current information on Accounts, including available currencies for Currency Accounts, is made available in the Quicko System.
3. Quicko opens and maintains a PLN Account for the Business Customer, on the basis of the Agreement on opening and maintaining an Account concluded under the Framework Agreement.
4. The Business Customer receives a confirmation of the opening of the Account from Quicko, containing information about the individual Account number immediately after the conclusion of the Agreement on the opening and maintenance of the Account, via the Customer Panel.

### **[Opening of subsequent Accounts]**

5. A Business Customer may hold more than one Account.
6. The opening of the next Account for the Business Customer is based on the instruction submitted through the Customer Panel and does not require the conclusion of an annex to the Agreement on the opening and maintenance of the Account.
7. The Business Customer selects the currency in which the next (second and further) Account will be kept.
8. The Business Customer receives from Quicko a confirmation of opening the Account, containing information about the individual Account number and its currency, immediately after Quicko accepts the Disposition, via the Customer Panel.

### **[Account Proxy]**

9. The Business Customer may appoint a proxy to the Account:
  - a. placing an instruction to appoint a proxy in the Application or an instruction to open another Account,
  - b. by providing Quicko with a written statement on the appointment of a proxy with a notarized signature or in the form of a notarial deed.
10. Only a person who has full legal capacity can be appointed a proxy.
11. The power of attorney may be granted for a definite or indefinite period of time.
12. The Business Customer may, at its discretion, grant a power of attorney that is:
  - a. specific - on the basis of which the proxy is authorised only to perform actions within the scope or time limit specified in detail in the content of the power of attorney (including a single action),
  - b. generic (general) - pursuant to which the proxy is authorised to dispose of the funds accumulated in the Accounts, apply for and conclude Agreements, submit an order to issue a Card or open another Account and perform activities through the Customer Panel to the same extent as the Business Customer.
13. The power of attorney does not authorise the attorney to:
  - a. grant further powers of attorney,
  - b. terminate the Agreement for opening and keeping the payment account.
14. The power of attorney expires:
  - a. upon the death of the proxy or principal, who is a natural person,
  - b. upon expiry of the period for which it was granted,

- c. upon termination of the Payment Account Opening and Maintenance Agreement.
- d. on the day of receipt by Quicko of the Business Customer's statement on the revocation of the power of attorney.

#### **[Account Functionality]**

15. Each Account is maintained as an individual account of the Business Customer. Quicko does not keep joint accounts.
16. Funds accumulated in the Accounts are not interest-bearing.
17. The Business Customer may dispose of the money in each of the Accounts, up to the amount of their balance.
18. At a request of a Business Customer Quicko issues a Virtual Card and/or a Quicko Card for a Quicko Account

#### **[Account Access and Account Orders]**

19. Access to the Accounts takes place through the Customer Panel
20. The Business Customer receives access to information about the current balance on the Accounts and the history of transactions on the Accounts:
  - a. through the Customer Panel,
  - b. once a month in the form of a Statement of Operations on Accounts (the rules for preparing a Statement of Operations are indicated in item XI of the Quicko Terms of Service).
23. A Business Customer who is not a natural person indicates a person authorised to submit orders regarding the Account in the Application or Disposition.
24. The Business Customers submits instructions regarding Accounts using the Customer Panel.
25. Quicko reserves the right to refuse to open and keep an Account or temporarily block it in the event of negative verification of the Business Customer's data or suspicion of acting contrary to applicable regulations, in particular if there is a reasonable suspicion of the possibility of acting contrary to the provisions of AML.

#### **[Account Transactions]**

26. The account kept for the Business Customer allows the following transactions to be carried out:
  - a. payment of funds to the Account by means of a transfer,
  - b. storing funds on the Account,
  - c. internal transfer order between Accounts of the Business Customer kept in the same currency,
  - d. credit transfer,
  - e. SEPA Credit Transfer,
  - f. transfer order in a foreign currency.
  - g. performing a Transaction using the Virtual Card or the Quicko Card associated with the Account

27. Quicko reserves the right to expand the functionality of the Account in the future. Current information on the services provided by Quicko in connection with opening and maintaining the Account is available in the Quicko Portal.

## **VIII. CARDS**

### **§ 1 Virtual Card**

#### **[Issue and activation of the Virtual Card]**

1. Quicko issues a Virtual Card to the Customer on the basis of:
  - a. The Card Agreement concluded under the Framework Agreement,
  - b. Disposition submitted by the Individual Customer or the Business Customer during the term of the Framework Agreement.
2. A prerequisite for issuing a Virtual Card is that the Individual Customer or the Business Customer holds an Account and access to the Quicko Application or the Customer Panel
3. Quicko issues a Virtual Card by making it available in the Quicko Application or in the Customer Panel on the day of execution of the Card Agreement or accepting the instructions of an Individual Customer or a Business Customer to issue a Virtual Card submitted in the course of the Framework Agreement.
4. The Virtual Card is issued only in the form of an electronic record. Access to card data (PAN, expiry date and CVC2/CVV2)
5. The Virtual Card is active immediately after its issue and does not require additional activation by the Customer. The Customer can assign a PIN to the Virtual Card, which allows the withdrawal of cash from ATMs equipped with an NFC interface.
6. The Customer may use the Virtual Card using the Quicko System. The Card can be used to make contactless payments using the NFC module on mobile devices equipped with a NFC module.

#### **[Using the Virtual Card]**

7. The Virtual Card requires a prior crediting of the Account with the amount selected by the Customer. Crediting the Account is possible through a non-cash payment via bank transfer or another payment card.
8. Crediting the Account may be made repeatedly during the term of the Card Agreement.
9. Quicko executes Transactions made with the Virtual Card only up to the amount of Available Funds on the Account and the Transaction Limit.
10. Information on the Transaction Limit is available in the Quicko System. It is possible to change the Transaction Limit subject the terms indicated in item X.§1 of the Terms of Service.
11. Access to information about the balance of Available Funds and the history of Virtual Card Transactions takes place through the Quicko Application or the Customer Panel
12. The Virtual Card allows the user to:
  - a. make Non-Cash Transactions at a distance by telephone and in computer networks (so-called e-commerce payments),
  - b. make contactless payments using the NFC module in the event of pairing the Virtual Card with a mobile Device with access to NFC Technology via the Quicko application on Android, Google Pay, Apple Pay, Garmin Pay and Fitbit Pay devices,
  - c. perform non-cash Transactions using a QR code,
  - d. transfer money from card to card in MoneySend service,

- e. make a transfer from the Card to the Customer's Account maintained by Quicko,
  - f. withdraw cash from an ATM handling contactless payments.
  - g. withdraw cash via a terminal (Cash Back service),
13. The Virtual Card does not allow the user to:
  - a. withdraw cash from ATMs that do not support contactless payments,
  - b. make cash deposits in a cash machine.
14. Quicko reserves the right to expand the functions of the Virtual Card in the future. The current information on the functionality of the Card is available in the Quicko Portal.
15. The Customer has the right to cancel the Virtual Card at any time, using:
  - a. The Quicko system,
  - b. Helpline.
16. The validity period of the Virtual Card is indicated in the Quicko Application or the Customer Panel. After the expiry date, the Card is not renewed.
17. After the expiry of the validity period of the Virtual Card, it will no longer be active.

## **§ 2 Payment Wristband**

### **[Issue and activation of the Card in the Payment Wristband]**

1. Quicko issues the Card in the Payment Wristband to the Individual Customer on the basis of:
  - a. The Card Agreement concluded under the Framework Agreement,
  - b. Disposition submitted by an Individual Customer during the term of the Framework Agreement.
2. A prerequisite for issuing the Card in the Payment Wristband is the Customer's possession of an Individual Account and access to the Quicko Application.
3. Quicko sends to the Individual Customer a Payment Wristband containing the Card to the correspondence address indicated by them, located in Poland.
4. Using the Card in the Payment Wristband requires its activation through the Quicko Application.
5. In the event of not receiving the Payment Wristband with the Card, the Individual Customer should contact Quicko via the Hotline as soon as possible. If the undelivered Card is not returned to Quicko, Quicko will cancel it and issue a new Card to the Individual Customer, which will be sent to the correspondence address indicated by them.

### **[Using the Payment Wristband]**

6. The Payment Wristband allows its user to:
  - a. make Non-Cash Transactions at a distance by telephone and in computer networks (so-called e-commerce payments),
  - b. make contactless payments using the NFC module in the event of pairing the Virtual Card with a mobile Device with access to NFC Technology via the Quicko application on Android, Google Pay, Apple Pay, Garmin Pay and Fitbit Pay devices,
  - c. perform non-cash Transactions using a QR code,
  - d. transfer money from card to card in MoneySend service,
  - e. make a transfer from the Card to the Customer's Account maintained by Quicko,
  - f. cash withdrawal from the ATM handling contactless payments
  - g. withdraw cash via a terminal (Cash Back service),
7. The Payment Wristband does not allow its user to:
  - a. make cash deposits in a cash machine.
  - b. withdraw cash from ATMs that do not support contactless payments,

8. Access to information about the balance of Available Funds and the history of Card Transactions in the Payment Wristband is provided through the Quicko Application.
9. The Payment Wristband contains a Card that is a Contactless Card, which requires a prior credit from the Account with the amount selected by the Customer.
10. Crediting the Account may be made repeatedly during the term of the Card Agreement
11. Quicko executes Transactions made using the Card in the Payment Wristband only up to the amount of Available Funds accumulated in the Card Account and the Transaction Limit.
12. Information on the Transaction Limit is available in the Quicko System. It is possible to change the Transaction Limit subject the terms indicated in item X.§1 of the Terms of Service.
13. Quicko reserves the right to expand the functionality of the Payment Wristband in the future. The current information on the functionality of the Payment Wristband is available in the Quicko Portal.
14. The Individual Customer has the right to cancel the Card in the Payment Wristband at any time with use of:
  - a. Quicko Application,
  - b. Helpline.
14. The validity period of the Card in the Payment Wristband is listed in the Quicko Application. After the expiry date, the Card is not renewed.
15. After the validity period of the Card in the Payment Wristband expires, it is no longer active.

### **§ 3 Quicko Card**

#### **[Issue and activation of the Quicko Card]**

10. Quicko issues a Quicko Card to the Customer on the basis of:
  - a. The Card Agreement concluded under the Framework Agreement,
  - b. Disposition submitted by an Individual or Business Customer during the term of the Framework Agreement.
10. A prerequisite for issuing a Quicko Card is that the Customer holds an Account.
10. One or more Quicko Cards may be issued to one Account.
10. The Quicko Card has the form of a physical card and it is a Proximity Card.
10. Quicko sends the Quicko Card to the Customer to the correspondence address indicated by them.
10. Using the Quicko Card requires its activation through the Quicko System.
10. If they do not receive a Quicko Card, the Customer should contact Quicko via the Helpline as soon as possible. If the undelivered Quicko Card is not returned to Quicko, Quicko will cancel it and issue a new Quicko Card to the Customer, which will be sent to the correspondence address indicated by them.
10. After receiving the card, the Customer should activate it and assign it a PIN in the Quicko System.

#### **[Using the Quicko Card]**

9. The Quicko card allows its user to:
  - a. make Non-Cash Transactions at a distance by telephone and in computer networks (so-called e-commerce payments),
  - b. make contactless payments using the NFC module in the event of pairing the Virtual Card with a mobile Device with access to NFC Technology via the Quicko application on Android, Google Pay, Apple Pay, Garmin Pay and Fitbit Pay devices,
  - c. perform non-cash Transactions using a QR code,
  - d. transfer money from card to card in MoneySend service,
  - e. make a transfer from the Card to the Customer's Account maintained by Quicko,

- f. withdraw cash from ATMs.
  - g. withdraw cash via a terminal (Cash Back service),
10. The Quicko card does not allow its user to:
- a. make cash deposits in a cash machine.
11. Access to information about the balance of Available Funds and the history of Quicko Card Transactions takes place through the Quicko System.
12. Information on the Transaction Limit is available in the Quicko System. It is possible to change the Transaction Limit subject the terms indicated in item X.§1 of the Terms of Service.
13. The Customer has the right to cancel the Quicko Card at any time, using:
- a. The Quicko system,
  - b. Helpline.
16. The validity period of the Quicko Card is placed in the Quicko System and on the obverse side of the Quicko Card. After the expiry date, the Quicko Card is not renewed.
17. The Customer is obliged to sign the Quicko Card on its reverse.

#### **§ 4 Cancelling and blocking of the Card**

1. Quicko cancels the Card in the event that:
- a. The Customer submits an effective statement of withdrawal from the Framework Agreement, Card Agreement or other agreement that results in the automatic termination of the Card Agreement - immediately after receiving the Customer's statement in this regard,
  - b. The Customer submits an effective statement of termination of the Framework Agreement, Card Agreement or other agreement that results in the automatic termination of the Card Agreement - with effect on the date of expiry of the notice period,
  - c. The Customer and Quicko terminate the Framework Agreement, the Card Agreement or any other agreement that results in the automatic termination of the Card Agreement by mutual agreement - with effect as of the date indicated in this agreement,
  - d. The Framework Agreement, Card Agreement or other agreement that results in the automatic termination of the Card Agreement expire for the reasons indicated in the Terms of Service - including as a result of the Customer's objection to changes in the Terms of Service, the Customer's death,
  - e. The Customer submits a request for cancelling of the Card in accordance with item VIII.§4 of the Terms of Service - immediately after receiving the Customer's request,
  - f. Card, Mobile Device paired with a Virtual Card, Quicko Card are reported to be found - immediately after receiving the notification.
2. Quicko may cancel or block the Card in the event that:
- a. there are reasons for its cancellation or blocking indicated in the Terms of Service,
  - b. The Customer uses the Card in a manner inconsistent with the Terms of Service,
  - c. there is a justified reason related to the security of trading carried out using the Card - including the possibility of third parties taking possession of the Card data,
  - d. there is a suspicion of unauthorised use of the Card or data concerning it,
  - e. there is a suspicion of intentional unauthorised Transaction.

3. In the first place, Quicko blocks the Card, unless its cancellation is required by law or for security reasons.
4. The Customer is obliged to immediately apply to Quicko via the Helpline or the Quicko System for a cancellation of the Card in the event that:
  - a. the Quicko Card, Mobile Device on which the Virtual Card was stored or with which the Payment Wristband was paired or the Payment Wristband was stolen, misappropriated or otherwise lost,
  - b. The Quicko Card, Virtual Card, Payment Wristband were be used in an unauthorised manner or an unauthorised person gained access to it or its data,
  - c. The Customer found that a Transaction was made with the Card that they did not order.
5. Quicko blocks the Card in the event of three incorrect entries of the PIN. In this case, the Card can be unlocked using the Quicko System or the Helpline.
6. Quicko notifies the Customer about the cancellation or blocking of the Card via the Quicko System.
7. A cancelled Virtual Card, Quicko Card, or Payment Wristband cannot be reused.

## **§ 5 Safety of using the Card**

1. The Card can only be used by the Customer.
2. The Customer is obliged:
  - a. to use the Card in accordance with the Terms of Service,
  - b. to use the Card only throughout the term of the Agreement,
  - c. to comply with the law, and in particular the UUP,
  - d. not to disclose to unauthorised persons, and to store and protect with due diligence the Card and its data and data required for Authorisation (e.g. PIN),
  - e. not to disclose Card details for purposes other than making Transactions - including not making them available to unauthorised persons and not to allow data or image to be copied,
  - f. not to store the Card together with the PIN, which should be understood as the unavailability of the PIN on a mobile phone or other device without the need to provide an additional login and password,
  - g. to immediately notify Quicko about the fact of unauthorised use or access to the Card,
  - h. to perform on-going monitoring of the Account's debits and the balance of Available Funds in the scope of the Transactions made and to promptly report any inconsistencies or irregularities and to promptly notify Quicko about the identified unauthorised, non-executed or improperly executed Transactions,
  - i. to, at the moment of cancellation of the Card - destroy of all media on which the PIN number was stored,
  - j. not to leave the Card data saved via any devices in a way that allows them to be used or read by unauthorised persons.

## **IX. PRINCIPLES OF LIABILITY**

### **[Responsibility of the Customer]**

1. The Customer is obliged to protect the Card in particular against unauthorised access to its data.
2. The Customer may not share the PIN and passwords with third parties.
3. The Customer may share the Card number and its data, including the CVV/CVC2 code, only for the purpose of performing a Transaction

4. The Customer bears full responsibility for Transactions made using the Card and authorised during the term of the Framework Agreement or the Card Agreement, even if these Transactions were settled after the termination or expiry of the Agreements.
5. If the Customer has provided the Card data, including the PIN, One-Time Password or other data used for Authorization to third parties, they are deemed fully responsible for Transactions made by these persons.
6. Except for the situation in which the Customer did not make a notification, in accordance with item XI.8 of the Terms of Service within 13 months from the date of debiting the Card, or from the date on which the Transaction was to be executed (excluding the situation referred to in item XIII.1 of the Terms of Service), in the event of an unauthorised Transaction occurring Quicko will immediately, but not later than by the end of the Business Day following the date of the unauthorised Transaction, or after the date of receipt of the relevant notification, shall restore the debited Account or the state of Available Funds on the Card to the condition that it would have existed if the unauthorised Transaction had not taken place, unless Quicko has reasonable and duly documented grounds to suspect fraud, and shall inform the authorities appointed for the prosecution of crimes in writing about it.
7. The Customer is responsible for unauthorised Transactions made from the Account or up to the amount of the equivalent in Polish currency of EUR 50, determined using the average exchange rate announced by the National Bank of Poland in force on the date of the Transaction, if the unauthorised Transaction is the result of the use of a Card lost by the Individual Customer or stolen from the Individual Customer or its misappropriation.
8. The limitation of liability referred to in item IX. 7 of the Terms of Service does not apply to the situation in which the Customer was not able to determine the theft of Card data before the Transaction - except when the Customer acted intentionally or the theft or unauthorised disclosure of Card data before the Transaction was caused by an act or omission on the part of an Quicko employee, agent, branch or a technical service provider supporting the provision of Quicko payment services.
9. The Customer is liable for unauthorised Transactions in full if they were caused intentionally or as a result of deliberate or grossly negligent breach of at least one of the obligations set out item VIII.4 of the present Terms of Service.
10. The Customer shall be charged for all Transactions made after the Card cancellation has been made, if they occurred due to the Customer's intentional fault.

#### **[Exclusion of Customer's Liability]**

11. Unless Quicko requires strong user authentication, the Customer is not responsible for unauthorised Transactions, unless they acted intentionally.
12. If Quicko does not provide the Customer with the opportunity to cancel the Card referred to in item VIII.§4.4 of the Terms of Service, the Customer is not responsible for unauthorised Transactions, unless they intentionally led to them.

#### **[Quicko's Responsibility]**

13. If the Payment Order is submitted directly by the Customer, Quicko shall be liable to the Customer for non-execution or improper execution of the Transaction, unless:
  - a. Quicko is able to prove that the Payee's Supplier's account has been credited with the amount of the Transaction initiated by the Customer no later than at the end of the next Business Day following reception of the Payment Order,
  - b. The Customer has not made a notification in accordance with item XI.10 of the Terms of Service within 13 months from the date of debiting the Account or the Card Account or from the date on which the Transaction was to be executed (excluding the situation referred to in item XIII.1 of the Terms of Service),

- c. the IBAN number provided by the Customer is incorrect; in this situation, Quicko is obliged to take action to recover the amount of the Transaction,
  - d. there is an event of force majeure,
  - e. non-performance or improper performance of the Payment Order results from other provisions of law.
14. If Quicko is liable in accordance with item IX. 13 of the Terms of Service, immediately restores the debited Account or the balance of Available Funds to the state that would exist if there was no non-execution or improper execution of the Transaction.
15. In the event that the Payment Order is submitted by the Customer to a provider other than Quicko providing the payment transaction initiation service, Quicko shall restore the debited Account or the balance of the Available Funds to the state that would have existed if it had not been improperly executed. The provider providing the service of initiating a payment transaction shall bear the burden of proving that Quicko has received a Payment Order in accordance with art. 49 of the UUP and that – within the scope of its properties – the Transaction was authenticated, properly recorded and was not affected by a technical failure or other type of defect related to the non-performance or improper performance of the Transaction, including its late performance. If the provider of the payment transaction initiation service is responsible for the non-performance or improper performance of the payment transaction, including its late execution, it shall immediately compensate Quicko, at its request, for the damage suffered or reimburse the amount incurred as a result of the reimbursement to the Customer.
16. In the event of non-performance or improper performance of a Transaction:
  - a. initiated by the Customer – Quicko, regardless of the issue of liability, at the Customer's request, immediately takes action to trace the Transaction and notifies the Customer about its result,
  - b. initiated by the Payee or through it – the Payee's Supplier, regardless of the issue of liability, shall, at the Payee's request, make immediate efforts to trace the Transaction and notify the Payee of its result.
17. In the event of non-performance or improper performance of the Transaction for which Quicko is responsible, the liability also includes fees and interest on overdue debt charged to the Customer in the result of non-performance or improper performance of the Transaction.

## **X. TRANSACTIONS**

### **§ 1 General rules for the execution of Transactions by Quicko**

#### **[Transactions]**

1. Quicko performs the following Card Transactions:
  - a. Distance Transaction (e-commerce),
  - b. Cashless Transaction using a POS Terminal,
  - c. Proximity transaction using a NFC module,
  - d. payment with a QR code,
  - e. withdrawal of funds at an ATM,
2. Quicko executes the following Transactions on the Individual Customer's Account:
  - a. payment of funds to the Account by bank transfer,

- b. Crediting the Account with a Card transaction
3. Quicko executes the following Transactions on the Business Customer's Account:
  - a. payment of funds to the Account by means of a transfer,
  - b. internal transfer order between Accounts in the same currency
  - c. credit transfer,
  - d. SEPA Credit Transfer,
  - e. transfer order in a foreign currency.
4. Quicko executes Transactions on the basis of the Customer's Payment Order.
5. The Customer agrees to execute the Transaction by granting Authorisation. The authorisation, except for the situations clearly indicated in the content of the Terms of Service, also includes the amount of the Transaction. In the case of direct debit and standing order, the Authorisation shall cover all transactions executed under this Payment Order.
6. The moment of receipt of the Payment Order is the moment when the Payment Order was received by Quicko. Quicko accepts Payment Orders submitted in writing and in electronic form.
7. In the event that Quicko receives a Payment Order on a day that is not a Business Day, the Payment Order shall be deemed to have been received on the first Business Day thereafter. The Account shall not be debited before receipt of the Payment Order.
8. Unless otherwise expressly stated in the Terms of Service the revocation of the Payment Order initiated by the Customer is possible only until it is received by Quicko.
9. If the execution of the Payment Order is to start on a specific day, the cancellation of the Payment Order may take place by the end of the Business Day preceding the planned date of commencement of the execution of the Payment Order.
10. If the Transaction is initiated by the provider providing the payment transaction initiation service or by or through the Payee – the Customer may not cancel the Payment Order after giving the provider providing the payment transaction initiation service consent to initiate the Transaction or after giving the Payee consent to execute the Transaction.

#### **[Fees and commissions]**

11. Fees and commissions charged in connection with Accounts and Cards can be found in the Table of Fees and Commissions.
12. The Customer is obliged to provide the Accounts with the funds necessary to cover the fees and commissions due. Lack of sufficient funds to cover fees and commissions can lead to debt.

#### **[Overdue debt]**

13. The Customer is obliged to regularly check the balance on the account in order to verify whether there was no debt, i.e. a negative balance. The debt should be repaid immediately, but not later than on the last day of the month in which the transaction was executed.
14. Quicko will charge interest on overdue debt from the date of its creation to the day preceding its repayment, in the amount specified in the Table of Fees and Commissions.
15. If there are insufficient funds on a given Account or Card to repay the overdue debt, the Customer irrevocably authorises Quicko to collect the amount of debt from other Customer Accounts or Cards,

including Foreign Exchange Accounts (at the NBP exchange rate on the date on which the amount of debt is collected)

16. If the money is paid into the Account on which the overdue debt was created, it will be credited in the following order for repayment:
  - a. of accrued fees and commissions,
  - b. of interest on overdue debt,
  - c. of overdue debt.
17. The persistence of overdue debt may constitute the basis for the termination of the Agreement by Quicko, on the terms indicated in item XIV.§2 of the Terms of Service.

#### **[Transaction Limit]**

18. Quicko is entitled to set a maximum daily Transaction Limit. Information about the current daily Transaction Limit is available in the Quicko System.
19. The Customer has the possibility to change the maximum daily Transaction Limit through the Quicko System, including:
  - a. the Card Transaction limit,
  - b. the Transaction Limit in Foreign Currency
  - c. cash Transaction Limit (ATM withdrawal)
  - d. the Distance Transaction Limit
20. Transactions are executed up to the established Transaction Limit, unless the amount of funds in the Account or Card is insufficient to complete the Transaction.

### **§ 2 Card Transactions**

#### **[Authorisation of Card Transactions]**

1. The authorisation of the Transaction performed using the Card is carried out in one of the following ways:
  - a. by accepting the amount of the Transaction and providing the PIN at the POS Terminal,
  - b. by bringing the mobile device equipped with the NFC interface closer to the terminal or ATM equipped with the NFC interface in order to read the data from the Card,
  - c. by accepting the form and amount of the Transaction and entering the PIN at the ATM,
  - d. by providing the Merchant with the Card data during the Distance Transaction. (The Merchant may request the Card number, Customer data, Card expiry date (understood as month and year in MM/YY format), CVV2 or CVC2 code, as well as 3D-Secure Code. The Merchant **may not** ask for the PIN of the Card or sending of its image.)
2. In the case of Transaction Authorisation in the amount not exceeding PLN 100, the PIN may not be required.
3. Quicko executes Payment Orders using strong authentication in accordance with the requirements resulting from applicable regulations.

#### **[3D-Secure Service]**

4. When you make a Distance Transaction with a Card for which the 3D-Secure Service is enabled, the Merchant may require you to provide a 3D-Secure Code. Failure to provide a 3D-Secure Code or provision of an incorrect 3D-Secure Code when required will result in a denial of Transaction.
5. 3D-Secure codes are sent in the form of a push message in the Quicko System/SMS message to the Customer's phone number.
6. The condition for using the 3D-Secure Service is its availability with the Merchant.

### **[Card Transaction Currency]**

7. Transactions made using the Card are carried out in the currency in which the Card was issued.
8. Transactions authorised by Merchants in a currency other than the currency of the Card are treated as Foreign Transactions.
9. In the case of Transactions carried out with the participation of the Merchant, who allows the selection of the currency of the Transaction, the Customer may be asked to choose the currency of the Transaction from the list of available currencies.
10. If the Customer purchases goods or services in a foreign currency and then returns the goods or services, the Customer is charged for any exchange rate differences arising from this fact.
11. The Transaction made with the Card in a foreign currency is converted into the currency in which the Card was issued at the Mastercard/Visa rate in force on the day of the Transaction settlement.
12. The debiting of the Card issued to the Account for the Transaction carried out in a currency other than the currency of the Card is made in the currency of the Card and is the basis for charging a fee for the conversion of the Transaction in accordance with the Table of Fees and Commissions.
13. In the case of making a Foreign Transaction using the Card, the Merchant may charge an additional fee (the so-called surcharge). The collection of such a fee and its amount are independent of Quicko. The Customer or the Authorised Person should familiarize themselves with the settlement rules applied by the Merchant.

### **§ 3 Transactions with use of the Account**

1. The Transaction is executed on the basis of the Customer's Payment Order.
2. The authorisation of the Transaction made through the Account is carried out by the Quicko System on the terms indicated in item IV.§ 3 of the Terms of Service in the case of an Individual Customer and item V.§3 of the Terms of Service in the case of a Business Customer (Authorisation of a Payment Order).
3. Payment Orders may be submitted with use of the Quicko System.
4. A transfer order is a Transaction initiated by the Customer, which consists in debiting their Account with a specified amount and crediting the Payee's account with that amount.
5. The condition for accepting a transfer order and an internal transfer order for execution is the submission of a Payment Order including:
  - a. the account number from which the funds are to be transferred,
  - b. the account number to which the funds are to be transferred,
  - c. data of the Payee (name and surname/business name), unless the subject of the order is an internal transfer,
  - d. Customer data,
  - e. the amount and currency of the transfer,
  - f. transfer reference.
  - g. Optionally, it is allowed to make an internal transfer using the Quicko Application via the phone number of a payee, who is also a customer of Quicko having an Account and the Quicko Application
6. The condition for accepting a SEPA transfer order for execution is the submission of a Payment Order including:
  - a. account number from which the transfer is to be made (in IBAN format),
  - b. account number to which the transfer is to be made (in IBAN format),
  - c. data of the Payee (name and surname/business name),
  - d. Customer data,
  - e. cost option,
  - f. the amount and currency of the transfer,
  - g. transfer reference.

7. The condition for accepting a foreign currency transfer order for execution is the submission of a Payment Order including:
  - a. account number from which the transfer is to be made (in IBAN format),
  - b. account number to which the transfer is to be made (in IBAN format),
  - c. data of the Payee (name and surname/business name),
  - d. Customer data,
  - e. the amount and currency of the transfer,
  - f. transfer reference

## XI. STATEMENT OF OPERATIONS

1. Once a month, Quicko prepares and makes available to the Customer a Statement of Operations, taking into account the current balance, on the last day of the month.
2. The Statement of Operations is made available to the Customer free of charge in the Quicko System, with the possibility of downloading a .pdf file including the Statement of Operations to the Customer's device.
3. At the Customer's request, Quicko shall also make the Statement of Operations available to the Customer by ordinary letter to the correspondence address indicated by the Customer, charging a fee, in accordance with the Table of Fees and Commissions.
4. Quicko shall provide the Customer, free of charge, at least once a calendar year, with a statement of fees for services related to the payment account collected during the period covered by the statement referred to in art. 32b UUP. This statement is made available to the Customer in the Quicko System, with the possibility of downloading a .pdf file, and if requested - in paper form, sent to the correspondence address indicated by the Customer.
5. The Customer may select the method of delivery of the Statement of Operations at any time by submitting an application via the Helpline.
6. The statement of operations contains the following information on the history of Transactions settled in the respective billing cycle:
  - a. Transaction date,
  - b. Transaction amount,
  - c. the currency of the Transaction and the exchange rate used to convert the transaction, if its execution was associated with a currency conversion,
  - d. a description of the Transaction enabling its identification (including, in the case of card payment, also the accepting point or the transaction reference),
  - e. fees and commissions charged by Quicko in connection with the execution of the Transaction.
7. The Statement of Operations is prepared for a single Account held by the Customer.
8. In the event of a discrepancy in the balance, the Customer should report this fact to Quicko immediately, but not later than within 14 days of receipt of the statement.
9. Current information about the customer's balance and performed operations is available to the customer in the Quicko System.
10. In the event of termination of the Framework Agreement, Card Agreement or Agreement for the opening and maintenance of a payment account, Quicko shall provide the Customer, no later than within 14 days from the date of termination, with the Statement of Operations for the period for which the Statement of Operations was not prepared, until the date of termination of the Framework Agreement, Card Agreement or Agreement for the opening and maintenance of a payment account.

## XII. COMPLAINTS

1. The Customer is entitled to submit complaints concerning the services provided by Quicko, including those concerning the rights and obligations of the Customers under the UUP. Complaints are handled by Quicko.
2. The complaint should include:
  - a. name and surname of the Customer (in the case of Business Customers who are legal persons - the business name and the name and surname of the person authorised to represent it),
  - b. account number or Card number to which the complaint relates,
  - c. correspondence address or e-mail address,
  - d. description of the event being the subject of the complaint,
  - e. the way they expect the complaint to be solved.
3. Including in the content of the complaint as precise a description as possible of the event to which the complaint relates will streamline and speed up the complaint process. The customer may attach documents confirming its legitimacy to their complaint.
4. Complaints can be submitted:
  - a. in electronic form:
    - i. using the complaint form available in the Quicko Portal
    - ii. sending an e-mail to [reklamacje@quicko.pl](mailto:reklamacje@quicko.pl) or to [support@quickowallet.com](mailto:support@quickowallet.com) for users of the Quicko Application
  - b. in paper form by:
    - i. sending a signed complaint letter to the correspondence address of Quicko (current addresses to which complaints can be submitted are available in the Quicko Portal),
  - c. via the Helpline
5. At the Customer's request, Quicko will provide the with a receipt confirmation of the complaint.
6. During the complaint procedure, Quicko may ask for additional explanations or documents necessary to examine the complaint.
7. Quicko shall respond to the complaint without undue delay, however, not later than within 15 Business Days from the date of receipt of the complaint. In particularly complicated cases, preventing the complaint from being considered and answered within this period, it may be extended to 35 Business Days, after notifying the Customer in advance of the reason for the delay and the circumstances that must be determined in order to consider the case,
8. To comply with the deadlines referred to in item XII.7 of the Terms of Service, it is sufficient to send responses before their expiry, and in the case of answers given in writing – sending it through designated postal operator within the meaning of art. 3 item 13 of the Polish act of 23 November 2012 – Postal Law.
9. Quicko submits a response to the complaint:
  - a. in writing – by post to the address provided by the Customer in the complaint form,
  - b. by e-mail – to the e-mail address provided by the Customer in the complaint form – only at the express request of the Customer to receive the response in this way.
10. Complaints regarding unauthorised, not executed or improperly performed Transactions, shall be submitted by the Customer without undue delay (that is, as soon as possible in normal circumstances) after receiving the current Statement of Operations or providing information about the Transaction in the history of the Account in the Quicko System or after becoming aware of them in another way, but no later than within 13 months from the date of:
  - a. debiting of the payment account or from the date on which the transaction was to be executed,
  - b. execution of unauthorised or improperly executed payment transactions or from the date on which the payment transaction was to be executed - if the Customer does not use a payment account.
11. In the event of complaints of payment transactions made by unauthorised persons (e.g. theft, phishing, loss of a payment card), a written statement should be submitted describing the circumstances of unauthorised execution of the Transaction. In such a case, it is also recommended that the Customer

- submits a notification about the suspected commission of a crime to law enforcement authorities and attaches a document confirming the submission of such a report to the complaint.
12. The Customer should immediately report to Quicko the failure to receive information about Transactions in the manner specified in the Terms of Service.
  13. Submitting a complaint does not release the Customer from the obligation to timely settle obligations towards Quicko.
  14. In justified cases, Quicko performs conditional crediting of the Account for the time of considering the complaint. In the event of a negative consideration of the complaint or return of the Transaction amount to the Account made by the Payee, Quicko charges the Account the amount of conditional crediting previously made.
  15. In the event that the Customer is not satisfied with the handling of the complaint by Quicko, they may file a complaint with the Financial Ombudsman.
  16. The competent supervisory authority for Quicko is the Polish Financial Supervision Authority.
  17. The competent authority for Quicko in the field of consumer protection is the Polish Office of Competition and Consumer Protection (UOKiK).
  18. The Client may lodge a complaint with the Polish Financial Supervision Authority against Quicko's actions. Such a right is also granted to natural persons, legal persons and organizational units that are not legal persons, to whom the law grants legal capacity, whom the provision of payment services has been refused, and to consumer organizations.
  19. A customer who is a consumer can ask for free legal assistance to the Municipal or District Consumer Ombudsmen
  20. In the event of a dispute with a Customer who is a consumer, they may use out-of-court dispute resolution, including (i) mediation, (ii) arbitration, (iii) the activities of complaint committees. Detailed information on out-of-court dispute resolution methods is available on the UOKiK website at: [https://uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php), under the phone number of the UOKiK Contact Point: 22 55 60 332 or 22 55 60 333, as well as via e-mail at: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl)
  21. The entity competent for out-of-court settlement of the dispute arising from the agreement concluded between the Customer who is a natural person and Quicko is the Financial Ombudsman. Contact to the Financial Ombudsman and detailed information about the proceedings are available on the website [www.rf.gov.pl](http://www.rf.gov.pl) under the phone number: 22 333 73 25, as well by e-mail at: [biuro@rf.gov.pl](mailto:biuro@rf.gov.pl)

### XIII. REFUND OF THE AUTHORISED AMOUNT

1. The Customer is entitled to demand from Quicko a refund of the amount of the Transaction that was authorised by the Customer and executed, if the following conditions are met:
  - a. a request for a refund of the amount of the authorised Transaction will be submitted within 8 weeks from the date of debiting the Account, and if it does not use the Account - from the date of execution of the Transaction,
  - b. at the time of Authorisation, the exact amount of the Transaction has not been determined,
  - c. the amount of the Transaction is higher than the amount that the Customer could have expected, taking into account the type and value of previous Transactions, the provisions of the Regulations and circumstances relevant to the case.
2. Quicko may request the Customer to present factual circumstances indicating the fulfillment of the conditions indicated in item XIII.1 of the Terms of Service, and the Customer may not invoke the reasons related to the exchange of currency if the reference exchange rate was used to determine the exchange rate in accordance with the Regulation.
3. The Value Date in relation to the crediting of the Account cannot be later than the date of debiting this amount.

4. Within 10 Business Days from the date of receipt of the request referred to in item XIII. 1 of the Terms of Service, Quicko will return the amount of the Transaction to the Account or provide a justification for refusing to return it, indicating the authorities with which the Customer may, in accordance with art. 15 UUP file a complaint if they do not agree with the presented justification.
5. The Customer is not entitled to a refund of the amount of the Cashless Transaction in the event that:
  - a. they granted permission to execute the Transaction directly to Quicko,
  - b. the information about the future Transaction was provided to the Customer by Quicko or the Payee, respectively, in an agreed manner, at least four weeks before the date of execution of the order or was made available to the Customer by Quicko or the Payee, in an agreed manner, for a period of at least 4 weeks prior to the date of execution of the order.

#### **XIV. TERMS AND CONDITIONS OF TERMINATION OF AGREEMENTS**

##### **§ 1 Withdrawal from the Framework Agreement and agreements concluded in its execution**

1. The Customer has the right to withdraw, without stating reasons, from:
  - a. The Framework Agreement and all agreements concluded within it and on the basis of it,
  - b. Agreement for access to payment services using the Quicko System,
  - c. Agreement for opening and maintaining the payment account,
  - d. Card Agreements.
2. Withdrawal from Agreements for access to payment services using the Quicko System causes automatic termination of these agreements, the performance of which is possible only using the Quicko System, i.e. Agreements for opening and maintaining a payment account and the Card Agreement.
3. The deadline for withdrawal from the Agreement is for the Customer:
  - a. 14 days from the date of its conclusion,
  - b. in the event of withdrawal from the Card Agreement – within 14 days of its conclusion, and if the Customer has not yet made any Card Transaction – additionally within 14 days from the date of issuing the Card to them for the first time.
4. Withdrawal from Agreements for opening and maintaining a payment account - causes automatic termination of the Card Agreement.
5. The deadlines referred to in item XIV. §1.3 of the Terms of Service shall be deemed to have been kept if a declaration has been sent before their expiry.
6. By submitting a declaration of withdrawal from the Agreement, the Customer may use an auxiliary model of a declaration of withdrawal from the Agreement, constituting the Annex No. 1 to the Framework Agreement.
7. The Customer may submit a statement of withdrawal from the Agreement:
  - a. in writing - by sending it to the correspondence address of Quicko (current addresses to which complaints can be submitted are available in the Quicko Website),
  - b. in writing - by sending it to the e-mail address [kontakt@quicko.pl](mailto:kontakt@quicko.pl) or [support@quickowallet.com](mailto:support@quickowallet.com) for users of the Quicko Application
8. The contract from which the Customer has withdrawn is considered void.
9. The Customer shall not bear the costs related to the withdrawal from the Agreements, except for:
  - a. payment for services performed until the withdrawal from the agreement, if their performance took place at the express request of the Customer before the expiry of the period referred to in item XIV. §1.3 letter a of the Terms of Service,
  - b. in the event of withdrawal from the Card Agreement - costs related to the issuance of the Card.
10. In the result of withdrawal from the Framework Agreement or the Card Agreement, the Card is blocked.
11. Within 30 days from the date of withdrawal, the Customer should:

- a. withdraw the funds held in the Account or indicate the bank account for their transfer - otherwise, after the expiry of the notice period, Quicko will transfer the balance to an internal interest-free account;
- b. repay the debt on the Account - otherwise the debt will become overdue.

## **§ 2 Termination of the Framework Agreement and agreements concluded in its execution**

### **[Termination of the Framework Agreement and agreements concluded in its execution by the Customer]**

1. The Customer may terminate the Framework Agreement or the agreements concluded in its execution at any time, with a 1-month notice period.
2. The notice period shall start on the day of arrival of the notice statement at Quicko.
3. If the Customer objects to changes in the Table of Fees and Commissions, on the terms indicated in the Framework Agreement, the Framework Agreement shall be terminated with immediate effect on the date of receipt of the objection by Quicko.
4. The notice of termination should be signed by the Individual Customer or a person/persons authorised to represent the Business Customer. In the event of justified doubts as to the authenticity of the signature under the notice of termination of the Agreements, Quicko may contact the Customer to confirm the fact of their termination.
5. The Customers may submit declarations of termination of the Framework Agreement or individual agreements concluded in its execution:
  - a. in writing, sending a statement to the address of Quicko - the notice period in this case runs from the date of delivery of the declaration to Quicko,
  - b. in writing - by sending them to the e-mail address kontakt@quicko.pl
6. Termination as a result of notice:
  - a. Agreements for access to payment services using the Quicko System - causes automatic termination of these agreements, the performance of which is possible only using the Quicko System, i.e. Agreements for opening and maintaining a payment account and a Card Agreement,
  - b. Agreements for opening and maintaining a payment account - causes automatic termination of the Card Agreement,
7. If the Framework Agreement is terminated by the Customer within 6 months from the date of its conclusion, Quicko has the right to charge a fee for termination of the Framework Agreement in the amount indicated in the Table of Fees and Commissions. This fee is equal to the costs incurred by Quicko in connection with the conclusion of the Framework Agreement.
8. Until the end of the notice period, the Customer should:
  - a. dispose of the funds in the Account, including by withdrawing them or indicating the bank account for their transfer by Quicko - otherwise, after the expiry of the notice period, Quicko will transfer the balance to an internal interest-free account;
  - b. repay the debt on the Account - otherwise the debt will become overdue.

### **[Termination of the Framework Agreement by Quicko]**

9. Quicko may terminate the Framework Agreement, with a 2-month notice period, in the following cases (important reasons for termination):
  - a. reasonable suspicion of forgery of the Card or its unauthorised or unlawful use,

- b. reasonable suspicion that funds from illegal or undisclosed sources are being marketed with use of the Account,
  - c. reasonable suspicion that the Account, Card or Quicko System made available to the Customer are being used contrary to their intended purpose, applicable law or the Quicko Terms of Service,
  - d. failure to repay the Overdue Debt existing on the Account, despite Quicko's calling the Customer to repay it within not less than 7 days,
  - e. provision by the Customer in the Application, or when concluding the Framework Agreement data or information that is untrue or outdated, which influenced the decision of Quicko to conclude the Agreement with them, in particular in the scope of data affecting the assessment of the risk related to the conclusion of the Framework Agreement with the Customer,
  - f. the Customer's use of outdated, counterfeit or altered documents in the process of concluding and executing the Framework Agreement or agreements concluded during its execution,
  - g. inactivity on the Account for a period of 24 months,
  - h. cessation of business activity by the Business Customer,
  - i. in other cases provided for by law.
10. Quicko shall deliver to the Customer a declaration of termination of the Framework Agreement by sending a statement in writing to the correspondence address indicated by the Customer. The notice period starts from the date of delivery of the declaration to the Customer. In the declaration, Quicko will indicate to the Customer the reason for the termination.
11. Until the end of the notice period, the Customer should:
- a. dispose of the funds in the Account, including by withdrawing them or indicating the bank account for their transfer by Quicko - otherwise, after the expiry of the notice period, Quicko will transfer the balance to an internal interest-free account;
  - b. repay the debt on the Account - otherwise the debt will become overdue.
12. Regardless of the termination, the Customer is responsible for the performance of all obligations arising during the term of the Framework Agreement and agreements concluded in its performance.

### **§ 3 Other cases of termination of the Agreements**

1. The Parties may at any time terminate the Framework Agreement and the agreements concluded in its performance on the basis of a mutual agreement of the Parties, with immediate effect or on the expiry of the date indicated in the content of the termination agreement. The terms of withdrawal of funds from the Account shall be specified in the termination agreement.
2. The Framework Agreement expires upon the death of an Individual Customer, and in the case of other Customer - with the loss of their legal existence. Quicko provides information about the funds accumulated in the Account after presenting a final confirmation of the acquisition of the inheritance from the Customer or an inheritance certificate to the person indicated in these documents as the heir.

## **XV. MODE FOR CHANGE OF REGULATIONS**

### **[Change of Regulations]**

1. Quicko reserves the right to make changes to the Table of Fees and Commissions in the cases indicated in the Framework Agreement.
2. Quicko reserves the right to change the Quicko Terms of Service for the following important reasons:

- a. there are new regulations introduced or there will be a change in the law affecting the mutual rights and obligations of the parties resulting from the Agreements concluded with the Customer,
- b. issue of decisions, recommendations, indications, good practices or other documents affecting the mutual rights and obligations of the parties resulting from the Agreements concluded with the Customer,
- c. issue of administrative decisions or court rulings affecting the rights and obligations of the parties resulting from the Agreements concluded with the Customer,
- d. there will be a change in the scope or manner of providing services to which the Quicko Terms of Service apply, including by withdrawing or changing existing services or introducing new services - in which case the Customer will not be obliged to use them and incur related fees, unless they agree to do so,
- e. the services to which the Terms of Service apply will be adapted to market conditions in connection with technological progress,
- f. it will be necessary to clarify the provisions of the Quicko Terms of Service.

#### **[Notification of Regulatory Changes]**

3. Quicko notifies the Customers about the planned changes in the Terms of Service relating to the services provided to the Customer by sending the amended text of the Terms of Service:
  - a. to the Customer's email address or via the Quicko System
  - b. to the Customer's mailing address – at their request
4. Quicko notifies Customers about planned changes in the Terms of Service no later than 2 months before the date of their entry into force.
5. Before the changes in the Terms of Service come into force, the Customer has the right to:
  - a. terminate the Framework Agreement without paying fees with effect from the date of notification of the Customer about the planned change in the Terms of Service, but not later than from the date on which these changes would be applied,
  - b. object to the proposed changes without notice - in this case, the Framework Agreement concluded with the Customer will expire with effect from the day preceding the date of entry into force of the changes in the Terms of Service, without fees charged.
7. If the Customer does not object to the changes in the Terms of Service before the date of their entry into force, they shall be deemed to have consented to them.
8. To the form of the Customer's statements regarding the objection to changes in the Terms of Service, the rules set out for terminating the Agreements indicated in item XIV of the Quicko Terms of Service shall apply.

#### **[Changes in the Terms of Service that do not require the conclusion of an annex]**

9. Changes made by Quicko in the scope of:
    - a. introduction of new products or services,
    - b. changes to the Table of Fees and Commissions,
    - c. amendments to the Terms of Service introduced in accordance with item XV of the Terms of Services,
    - d. Issue of a new Card in place of a cancelled one
- do not require signing an annex to the Agreements.

## **XVI. FINAL PROVISIONS**

### **[Communication]**

1. Quicko contacts the Customer at the correspondence addresses provided or known to Quicko, e-mail addresses, and telephone numbers.
2. The Customer is obliged to notify Quicko about:
  - a. each change of contact details,
  - b. any change in the data provided by them in order to properly perform the Agreements.
3. Information on the change of data should be provided to Quicko in writing.
4. The Customer can communicate with Quicko using:
  - a. the Helpline,
  - b. by e-mail at kontakt@quicko.pl
  - c. in writing to the following address: Quicko Sp. z o.o. ul. Sienkiewicza 49, 42-600 Tarnowskie Góry, Poland

#### **[Safe Customer notification procedure]**

5. In the event of fraud, suspected fraud or security threats, Quicko shall immediately notify the Customer about this fact by phone - to the phone number indicated by the Customer. Quicko verifies the Customer's identity by asking them control questions, ones that only the Customer should be able to answer.
6. If telephone contact is impossible or it proves impossible to verify the Customer's identity by phone, Quicko shall notify the Customer in writing by registered mail to the correspondence address indicated by the Customer.

#### **[Other provisions]**

7. Any disputes between Quicko and the Customer shall be settled by the court competent for the registered office of Quicko.
8. In matters not covered by the Quicko Terms of Service, generally applicable provisions of Polish law shall apply.