

Terms and Conditions of Mobile mTransfer Service

Art. 1. Definitions

The terms and expressions used herein shall have the following meaning:

- 1. Merchant** - an entity that offers to the Customer a payment for services or goods via Payments under a separate agreement with PayU or under a separate agreement with an Acquirer which cooperates with PayU.
- 2. Bank** - mBank S.A. with its registered office in Warsaw at ul. Senatorska 18, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw, 12th Commercial Department of the National Court Register under KRS no. 0000025237, tax id no. NIP: 526-021-50-88, share capital of PLN 168,696,052 paid up in full as at 1 January 2014, correspondence address: mBank S.A. Bankowosc Detaliczna, PO Box 2108, 90 959 todz 2 and e-mail address: kontakt@mbank.pl.
- 3. Customer Service** - a PayU unit that provides Customers with support over the phone, on Business Days from 8:00 to 20:00 at +48 61 628 45 05. All phone conversations are recorded (rate per minute according to the operator's price list).
- 4. Business Day** - a day other than Saturday and a public holiday in the Republic of Poland.
- 5. Electronic Access Channels** - technical solutions made available by the Bank, allowing Bank's customers to use services, including access Accounts with cable or wireless communication devices, in particular the Bank's IT transactional system available after logging in on the website indicated by the Bank and the Bank's mobile app.
- 6. Customer** - a natural person having full capacity to perform acts in law, who is PayU User and who signed with the Bank an agreement for e-banking services and is a holder or a joint holder of an Account, and who signed with PayU an agreement on making payments via the Mobile mTransfer Service (Mobile mTransfer Service Agreement).
- 7. PayU Account** - a PayU User's account operated by PayU under a unique name, being a set of resources collecting PayU User's data and information on PayU User's activities performed within the scope of the services provided by PayU, including the Mobile mTransfer Service, pursuant to the Terms and Conditions available at payu.pl.
- 8. PayU** - PayU S.A. with the registered office in Poznan, 60-166 Poznan, at ul. Grunwaldzka 182, domestic payment institution supervised by the Polish Financial Supervision Authority, entered into the Register of Payment Services under number IP1/2012, entered into the Register of Entrepreneurs kept by the District Court for Poznan - Nowe Miasto and Wilda in Poznan, 8th Commercial Department of the National Court Register under KRS number 0000274399, having tax id no. NIP: 779-23-08-495, share capital of PLN 4,944,000.00 paid up in full.
- 9. Payment** - a payment made by the Customer to the Merchant through PayU using the Mobile mTransfer Service to perform a cash operation in the Polish currency, resulting from a transaction concluded between the Customer and the Merchant, being a single payment transaction as defined in the Act on Payment Services of 19 August 2011.
- 10. Account** - a bank account or a technical account of a credit card, opened with the Bank, whose holder or joint holder is the PayU User able to use the Mobile mTransfer Service provided by the Bank, and which is charged for Payment Orders made by the Customer using the Service.
- 11. Terms and Conditions** - the contents hereof.
- 12. Terms and Conditions of PayU Account** - the Terms and Conditions of PayU Account available at payu.pl

13. E-Shop - an e-shop or an e-commerce platform cooperating with PayU, being an organised set of websites and IT tools which enable Users to buy goods or services on the Web or via a dedicated mobile app, as well as an entity running this shop or this platform.

14. Mobile mTransfer Service/Service - a service provided by PayU for the Customer in cooperation with the Bank hereunder, which involves issuing an electronic payment instrument by PayU so that a Customer could make Payment Orders, and processing Payments; a payment service as defined in the Act on Payment Services of 19 August 2011.

15. PayU Customer - a natural person having full capacity to perform acts in law, who signed with PayU an agreement on using PayU services, including the PayU Account.

16. Payment Order - a Customer's statement addressed to PayU, containing a Payment order, on the basis of which PayU makes an order on behalf of the Customer as its representative at the Bank to charge the Account with the Payment amount and credit this amount to the PayU bank account.

Art. 2 General provisions

1. These Terms and Conditions have been made pursuant to the provisions of law applicable in Poland and define rules and conditions of providing services within the scope of the Mobile mTransfer Service.
2. Contracting and using the Mobile mTransfer Service shall be voluntary and shall not require opening a bank account, while all measures taken by PayU connected with the Service shall not be considered banking activities as defined in the Banking Law.
3. The entity providing the Mobile mTransfer Service to Customers is PayU. While providing the Service PayU acts as a payment service provider as defined in the Act on Payment Services of 19 August 2011. PayU activities in respect of payment services are supervised by the Polish Financial Supervision Authority. PayU has been entered into the register of payment services kept by the Polish Financial Supervision Authority under number IP1/2012.
4. The following conditions shall be met jointly to conclude the Mobile mTransfer Service Agreement:
 - a. holding or opening a PayU Account while making a statement to contract the Service,
 - b. making a transaction authorised by the Bank via the Account held with the Bank for the PayU User, which is charged for Payment Orders made by the Customer using the Mobile mTransfer Service, c. making a statement in the Electronic Access Channels on contracting the Mobile mTransfer Service, indicating the Account,
 - d. reading and accepting the provisions hereof, and granting a power of attorney for PayU to make Payment Orders on behalf of the Customer at the Bank.
5. If the PayU User does not hold a PayU Account at the time referred to in point 3 c above, the PayU User shall request that PayU opened a PayU Account and kept it under the Terms and Conditions of PayU Account upon making a statement on contracting the Mobile mTransfer Service.
6. The Mobile mTransfer Service may be provided only to entities that use a device enabling access to the Internet, including software for browsing through online resources or with the installed PayU mobile app or the Merchant's mobile app.

Art. 3 Purpose of Service

1. The purpose of the Mobile mTransfer Service is to provide the Customer with an online payment instrument issued to the Customer upon concluding the Mobile mTransfer Service Agreement, which constitutes a set of procedures that enable the Customer to make Payment Orders on the basis of which PayU makes an order on behalf of the Customer as its representative at the Bank to perform payment transactions charging the Account previously indicated by the Customer.
2. PayU shall not keep a payment account for the Customer, as defined in the Act on Payment Services of 19 August 2011, within the scope of the Service.
3. During provision of the Service, PayU shall accept from the Customer Payment Orders relating to the Account previously indicated by the Customer, and, on their basis, shall make an order on behalf of the Customer as its representative at the Bank to charge the Customer's Account with the Payment amount and credit this amount to the PayU account, and, further, shall transfer Payments under these Payment Orders to the account of the Merchant or of the Acquirer that cooperates with this Merchant.

Art. 4 Customer registration

1. PayU shall process Customer data provided during registration of the PayU Account and during the term of the agreement concluded with PayU as a result of registration with the Service. In justified cases, PayU shall be entitled to request any other data from the Customer, including data necessary to assess the Payment risk, except for the data referred to in art. 27 (1) of the Act on Protection of Personal Data of 29th August 1997. The request for provision of additional data shall be sent to the Customer by e-mail to the address provided on the PayU Account.
2. Once all of the conditions referred to in Art. 2 (4) hereof are satisfied and after the first payment with the use of the Mobile mTransfer Service is made, the Mobile mTransfer Service Agreement between the PayU User and PayU drafted in Polish shall be deemed concluded for an indefinite period of time on conditions specified herein. The Customer shall be entitled to withdraw from the agreement within 14 days from its date, for any reason, by submitting a relevant statement in the electronic form or in writing (to become effective, the statement shall be sent before expiry of the above-mentioned term).
 1. Having concluded the Mobile mTransfer Service Agreement, the Customer may add other Accounts to the Service, which are held or jointly held by the Customer.
 2. The other or new accounts shall be each time added to the Mobile mTransfer Service after indicating the Accounts that the Customer wishes to use for the Service in the Electronic Access Channels of the Bank. If the PayU User failed to conclude the Mobile mTransfer Service Agreement with PayU upon adding a new account, such Agreement shall be concluded upon making the first payment.
 3. Upon contracting the Mobile mTransfer Service or making an order to add another Account to the Mobile mTransfer Service, the Customer shall grant a power of attorney to PayU to make orders on the Customer's behalf at the Bank, to charge the Customer's Account and credit the PayU bank account. Such orders made at the Bank by PayU on behalf of the Customer shall be considered by the Bank as made by the Customer.

4. PayU reserves the right to reject issuing an electronic payment instrument or adding another Account in the case of:

- a. negative verification by PayU of personal data provided by the Customer,
- b. Customer's failure to provide additional data referred to in art. 4 (2) hereof within 14 days after sending the request to provide the data, c. justified suspicion of a crime committed as a result of gaining access to services provided by the Bank or the Mobile mTransfer Service, or using the services provided by the Bank or the Service illegally.

5. PayU shall inform the Customer each time that a new Account has been added to the PayU Service or that adding such account was rejected by a separate e-mail indicated on the PayU Account.

Art 5. Making individual transactions

1. The Customer who has met the conditions specified herein and concluded the Mobile mTransfer Service Agreement with PayU shall be entitled to make Payments when using the Service.

2. PayU shall not be a party to any agreements concluded between the Customer and the Merchant, and shall not be held liable for their performance and validity.

3. In order to make an individual transaction in the Mobile mTransfer Service, the Customer shall confirm placing a Payment Order by:

- a) logging in to the PayU Account, including without limitation via the PayU Mobile App, and confirming the Payment Order for Payment Orders placed with Merchants processing the PayU Account,
- b) logging in to the E-Shop and confirming the Payment Order if the Customer has given his/her additional consent in the E-Shop or on the PayU Account for such way to confirm the Payment Order,
- c) logging in to E-Shops indicated by PayU and confirming the Payment Order if the Mobile mTransfer Service was registered with to process the Payment in a particular E-Shop. If other accounts are added to the Mobile mTransfer Service, the Payment Order confirmation referred to in the previous sentence shall apply to these Accounts. The current list of E-Shops where it is possible to make Payment Orders in such way can be accessed from payu.pl and the Bank's website, which shall mean that the Payment has been authorised by the Customer, subject to clause 4.

4. The Customer acknowledges that the Bank and PayU evaluate the risk of received Payment Orders in order to detect transactions made by unauthorised persons and, as a result, they can diversify the terms and conditions of processing Payments or make the provision of the Mobile mTransfer Service dependent on a risk group the Payment has been qualified for. Depending on the result of the Payment risk assessment, PayU reserves the right to request that the Customer authorised the Payment again by means of authorisation tools offered by the Bank. In particular, such additional authorisation shall be required for Payments exceeding the maximum amount of one payment without authorisation at the Bank (Limit). The Customer shall be informed about the current Limit by PayU by e-mail sent to the address indicated on the PayU Account as well as on PayU's and Bank's websites. In such case, the Payment shall be deemed authorised as soon as PayU receives a message that the Bank has authorised the Payment.

5. PayU shall process the Payment on the basis of the Payment Order received from the Customer. The Customer may not withdraw the Payment Order after it has been received by PayU.

6. The Payment Order shall be deemed received by PayU upon the receipt by PayU of the Customer's statement being the Payment Order. The Payment shall be transferred to the Merchant within 1 hour from crediting the PayU account with the Payment amount, but no later than by the end of the next Business Day.
7. PayU reserves the right to refuse to process a particular Payment if the provisions hereof have not been complied with or if PayU reasonably suspects that the transaction for which the Payment is made or the Payment itself may be illegal. PayU shall not be held liable for damage suffered by the Customer due to the refusal referred to in the previous sentence.
8. The Customer acknowledges that the Service may only be used by an authorised holder, i.e. a person who concluded an agreement with PayU. Any cases of fraud detected by PayU shall be immediately notified to competent Police departments.
9. The Customer shall comply with applicable provisions of law, the provisions hereof and principles specified by the Bank.
10. The Customer shall be informed by PayU about the Payment processed and its details in the Payment history available on the PayU Account and by the Bank in the form specified in the agreement relating to the Account used to process the Payment.
11. If the Payment amount is returned for any reason, it shall be made available to the Customer on the Account used to process the Payment unless the Merchant applies any other refund method or the Customer agreed another refund method with the Merchant.

Art 6. Fees

1. The Customer shall not be charged with any fees towards PayU for contracting the Mobile mTransfer Service provided hereunder.
2. The Customer shall pay fees for making Payments under the agreements concluded between the Customer and the Bank being the participant of such Payments as well as shall incur online data transmission costs related to the use of the Mobile mTransfer Service under the agreements concluded between the Customer and an entity that enables data transmission.

Art 7. Customer's obligations

1. When using the Mobile mTransfer Service, the Customer shall:
 - a) comply with the provisions hereof,
 - b) use security measures to eliminate unauthorised Payment Orders,
 - c) not provide third parties with data enabling logging in to the Customer's PayU Account or placing a Payment Order (including the data used to log in to the E-Shops referred to in Art. 5 (3) (c)),
 - d) immediately notify PayU about the loss of access to the Service, theft of data enabling access to the Service, appropriation of this data or unauthorised access to or use of the Service by a third party,
 - e) update personal data on the PayU Account each time when required.
2. When using the Mobile mTransfer Service, the Customer shall not:

- a) infringe applicable provisions of law,
- b) use the Mobile mTransfer Service in a manner contrary or inappropriate to its purpose, in particular it shall be forbidden to perform any activities infringing legal norms,
- c) perform any activities which could hamper or distort the provision of the Mobile mTransfer Service,
- d) undertake any activities to the detriment of PayU and third parties, including infringe property rights and rights in registration of inventions, patents, trademarks, utility and industrial models.

3. The Customer may terminate the Mobile mTransfer Service Agreement in whole with a 14-day notice filed with the Customer Service Center or remove any Account at any time with immediate effect by making a proper request, in particular through Bank's channels and through the Customer Service Center. Each time an Account is removed, the power of attorney referred to in Art 4 (5) above shall be revoked in the part relating to a particular Account. Removing all Accounts added to the Mobile mTransfer Service shall not be understood as terminating the Service Agreement.

4. It shall be possible to make a request to remove an Account in particular in the Electronic Access Channels. The request made via Bank's channels shall be processed by PayU immediately after the receipt of a relevant message from the Bank, which shall be confirmed to the Customer by e-mail sent to the e-mail address provided on the PayU Account.

5. Within the scope of the Mobile mTransfer Service, the Customer shall be liable for unauthorised payment transactions up to the equivalent of 150 EUR in the Polish currency, established according to the average exchange rate of the National Bank of Poland, applicable on the transaction date, provided that the unauthorised transaction resulted from:

- a) actions taken as a result of the Customer's loss of access to the Service or theft of data providing the Customer with access to the Service, or
- b) appropriation of data providing the Customer with access to the Service or its inappropriate use by the Customer's infringement of the provisions of law or the provisions hereof.

6. The Customer shall be held fully liable for unauthorised payment transactions if they result from intentional actions or infringement of at least one of the obligations hereunder, either intentional or a result of gross negligence.

7. After reporting the loss of access to the Service, theft of data enabling access to the Service, appropriation of this data or unauthorised use of or access to the Service, the Customer shall not be held liable for unauthorised payment transactions, unless the Customer made an unauthorised payment transaction intentionally.

Art. 8 PayU liability

PayU shall be held liable for the failure to perform or improper performance of the Services under the terms and conditions specified in the Act on Payment Services of 19 August 2011, including Art. 144 and Art. 166 thereof.

Art. 9 Privacy and confidentiality.

1. Customers' personal data shall be processed by PayU as defined in the Act on the Protection of Personal Data of 29 August 1997. Customers' personal data shall be processed pursuant to applicable provisions of law in order to provide the Service under the Mobile mTransfer Service Agreement, including without limitation to document the provision of the Service.
2. The Customers' data file has been submitted for registration by the General Personal Data Inspector under number 001104/2005.
3. Customers' data may be disclosed to the entities authorised to receive it under applicable provisions of law, including without limitation competent judicial authorities. Customers' personal data may also be disclosed - in the scope necessary to provide or process the Service and in relation to the Service - to third parties cooperating with PayU in provision or processing of the Service, including without limitation to the Bank.
4. The Customer using the Service shall not receive any marketing and commercial information relating to PayU and its cooperating entities unless the Customer grants consent to it.
5. PayU shall ensure that Customers are able to exercise their rights resulting from the Act on the Protection of Personal Data, including the right to access their own personal data and correct it. The Customer shall also be entitled to file a justified request to cease the processing of his/her personal data in the cases referred to in applicable provisions of law.
6. Privacy, protection against access by unauthorised persons and any other possibilities to lose or destroy confidential information shall be ensured by PayU through the use of technical and organisational measures.
7. If PayU is notified that the Customer uses the Service contrary to the provisions hereof or applicable provisions of law, PayU may process Customer's personal data to the extent necessary to establish the Customer's liability on condition that PayU records the fact of receiving the notification and its contents as evidence.
8. It shall be voluntary for the Customer to provide any personal data.
9. PayU uses IP addresses collected during Internet connections for technical purposes connected with server administration. Furthermore, IP addresses are used to collect general statistical demographic information (e.g. about the region from which a connection is made). This data is in no way connected with data provided by the Customers and constitute only a material for a statistical analysis and mechanisms of fixing system errors.
10. PayU uses "cookie" files. The information collected using cookies makes it possible to adapt the services and contents to the individual needs and preferences of Customers and other Internet users who visit the PayU website as well as to prepare general statistics related to Internet users' use of the Service. Disabling the option that makes it possible to save "cookie" files in the Internet browser shall not as a rule prevent Users from using the Service but may cause some impediments. Detailed terms concerning cookies have been set out in the Cookies Policy available at: https://www.payu.pl/sites/pl_payu/files/downloads/Cookies%20Policy_PL_pl.pdf?0=

Art. 10 Blocking and cancelling the electronic payment instrument

1. The Customer shall immediately request the Service to be locked or cancelled if the Customer detects an unauthorised Payment or any incidents referred to in Art. 7 (1) (d) hereof, by submitting a relevant request directly to PayU or to the Bank. 2. The request indicated in clause 1 should be made by calling the Customer Service Center or through the Bank using the communication channels offered by the Bank (especially over the phone). The following shall be understood as the moment of receipt by PayU of a request to lock or cancel the Service:

- a. when placing a request by phone via the PayU Customer Service Center - phone confirmation of accepting the request by the Customer Service Center employee;
 - b. when placing a report via Bank's channels - e-mail confirmation from PayU of accepting the request, sent to the e-mail address provided on the PayU Account.
3. In exceptional cases, any requests of irregularities concerning the use of the Mobile mTransfer Service (including incidents referred to in Art. 7 (1) (d) hereof) may be made by a third party after providing Customer identification data via the PayU Customer Service Center. The request referred to in the previous sentence shall mean that the Service was locked in whole until the Customer makes a request in the manner specified in clause 2.
4. PayU may block the possibility to use the Mobile mTransfer Service in the case of:
- a) justified reasons relating to the security of the Service, including without limitation if there exists a justified suspicion that the Customer has committed a crime in connection with gaining access to the Service or using the Service illegally,
 - b) justified suspicion of an unauthorised use of the Service or intentional actions leading to an unauthorised Payment, including without limitation in the case of:
 - justified suspicion that unauthorised persons could have gained access to the Service,
 - justified suspicion that an unauthorised person may be using the Service,
 - suspicion of a crime committed by third parties connected with the use of the Service, in particular in the case of acquiring login data to the PayU Account or the E-Shop referred to in Art. 5 (3) (c) by third parties.
5. The Customer shall be informed by PayU that his/her access to the Mobile mTransfer Service has been cancelled or locked by e-mail sent to the address provided by the Customer on the PayU Account or by phone, unless the provision of such information is inappropriate for security reasons or banned under applicable provisions of law.
6. Requesting the cancellation of Service shall be irrevocable and shall mean termination of the Service Agreement with immediate effect.

Art. 11 Complaints

1. The Customer may lodge a complaint if the Service has not been provided or has been provided in contrary to the provisions hereof. The Customer may also lodge a complaint for Payments for the Service, which raise justified doubts as to their correct processing.
2. The complaint may be lodged in writing by being sent to the PayU address, electronically, using the contact form available at payu.pl, by phone. The complaint shall contain at least the Customer's first and last name, e-mail address and a description of reservations. The complaint may be lodged also via communication channels made available by the Bank.
3. If the Service is not locked upon lodging a complaint by the Customer, PayU may lock the Service if the conditions specified in Art. 10 (4) hereof have been met.
4. If the object of a complaint requires documents to be submitted, the complaint shall be accompanied by relevant documents, e.g. copies of invoices or any other types of Payment-related documents.
5. In the case of complaints for Payments made by unauthorised persons (e.g. as a result of theft of data or gaining unauthorised access to the PayU Account or the Service), PayU may request that the Customer made a written statement concerning the circumstances of the unauthorised use of the Service.

6. In relation to complaints that require submission of documents, which in particular concern transactions that may raise suspicions of committing a crime, PayU or the Bank may request that the complaint was lodged in writing.
 7. In the case of complaints for Payments made by unauthorised persons (e.g. as a result of theft of data or gaining unauthorised access to the PayU Account or the Service), the Customer shall also report a crime to law enforcement authorities and enclose a report confirmation document to the complaint.
 8. If a complaint is made through an attorney, the complaint shall be accompanied by a relevant power of attorney.
 9. If data or information specified in the complaint requires completion, before considering it, PayU shall request the person lodging the complaint to complete it in the indicated scope within 7 days after receiving PayU's request.
- During the complaint consideration process, PayU may also request additional explanations, documents or verification and written confirmation of documents collected in the complaint consideration process.
10. A complaint lodged with the Bank shall be forwarded to PayU and shall be subject to further consideration by PayU.
 11. After analysing the complaint and materials provided by the Customer, PayU shall: a) confirm that the complaint is justified and inform the Customer about successful completion of the complaint procedure, b) confirm that the complaint is unjustified.
 12. A reply to a complaint shall be given by PayU in writing or by e-mail or through the Bank in writing or by e-mail if the Bank provides such an option.
 13. PayU shall consider the complaint within 30 days from the date of its receipt. If the complaint consideration process requires cooperation between the Bank, the Merchant or the Customer, the period of considering the complaint may be extended by the time necessary to obtain relevant information, which shall be notified to the Customer; however, such time cannot exceed 90 days.
 14. The Customer shall cooperate with PayU to explain any issues relating to complaints, in particular the Customer shall submit any relevant information on the Payments complained of and provide PayU with copies of documents relating to the Payment, including without limitation a copy of a proof of purchase of a product or a service, within 7 days from the receipt of such request.
 15. The Customer may complain to a body exercising supervision over PayU about PayU operations if these operations infringe the provisions of law. The body that supervises PayU is the Polish Financial Supervision Authority.

Art. 12 Correspondence

1. The Customer agrees to be contacted by e-mail to the address provided on the PayU Account for the purposes of providing the PayU Service.
2. Any communication between the Customer and PayU shall be in Polish.

Art. 13 Final provisions

1. These Terms and Conditions shall be available at payu.pl.
2. Any disputes connected with the Service shall be resolved by competent Polish courts of general jurisdiction.
3. The Customer may request to be provided with these Terms and Conditions in the paper form, on another durable data carrier or by e-mail. The Customer shall submit such request electronically via the contact form available at payu.pl or by calling the PayU Customer Service Center. The Customer may also request information required under acts of law at any time in the manner specified above.
4. In any matters not regulated herein the provisions of applicable Polish law and the Terms and Conditions of PayU Account shall apply. In the case of any discrepancies between the Terms and Conditions of PayU Account and the provisions hereof, the latter ones shall prevail.
5. PayU shall inform the Customer about any suggested amendments hereto no later than 2 months before their suggested effective date. The information shall be provided at payu.pl in a manner that enables its recording and reproduction of data in an unchanged form or in the written (hard copy) form, upon the Customer's request. The lack of Customer's objection to the suggested amendments shall be considered his/her consent thereto. The Customer may terminate the Service Agreement before the suggested effective date with immediate effect and without the obligation to pay any fees. If the Customer objects to the amendments, but does not terminate the Service Agreement, the Agreement shall expire on the day preceding the effective date of the suggested amendments without the obligation to pay any fees.
6. Apart from the cases specified herein, which enable the Customer to terminate the Service Agreement with immediate effect, the Customer may terminate the Agreement with a 14-day notice.
7. PayU may terminate the Service Agreement with at least 2-month notice.