

## **Terms and Conditions for Mobile Phone Top Up Services Offered to Clients Using the IKO Service and Rendered Electronically by PKO BP Finat sp. z o.o.**

### **§ 1.**

#### **Initial provisions**

1. These Terms and Conditions for Mobile Phone Top Up Services Offered to Clients Using the IKO Service and Rendered Electronically by PKO BP Finat sp. z o.o., hereinafter referred to as "Terms and Conditions", constitute terms and conditions for services rendered electronically within the meaning of the Act of 18<sup>th</sup> of July 2002 on Rendering Electronic Services (The Journal of Laws, No. 144 item 1204) by PKO BP Finat sp. z o.o.
2. To all matters not covered by these Terms and Conditions appropriate provisions of general terms and conditions for operating bank accounts and providing services by Powszechna Kasa Oszczędności Bank Polski Joint Stock Company (hereinafter "the Bank") shall respectively apply.

### **§ 2.**

#### **Basic Information about the Provider of Services**

The services described within these Terms and Conditions are provided by PKO BP Finat sp. z o.o. with registered address in Warsaw (ul. Grójecka 5, 02-019 Warszawa), entered into the National Court Register of entrepreneurs kept by the District Court for the Capital City of Warsaw XII Commercial Division of the National Court Register under the NCR number 0000005874, with share capital of PLN 107,302,500.00, NIP 527-22-67-889.

### **§ 3.**

#### **Type of Service Rendered Electronically, Terms of Service**

1. PKO BP Finat sp. z o.o. renders services of selling top ups of pre-paid mobile phone credit with the use of the IKO mobile application offered by the Bank ("Services").
2. The Services rendered by PKO BP Finat sp. z o.o. are open only to the users of the IKO mobile application ("Clients") who:
  - a. have signed a contract with the Bank that enables them to use the IKO service,
  - b. have access to technical devices that support using the IKO application,
  - c. possess enough credit on the bank account registered with the IKO service to pay for the top up.
3. The top up of a mobile phone within the Services is executed after:
  - a. providing the number of the mobile phone to top up,
  - b. the Client specifies the top up amount (top up amount must comply with the requirements specified by the mobile phone service provider of the phone to top up),
  - c. the Client instructs the Provider of Services to charge the Client's bank account registered with the IKO service; the contract on mobile phone top up shall be concluded when the Client enters the authorisation code for the transaction to charge the bank account of the Client with the mobile phone top up amount.
4. Mobile phone top up within this Service is executed immediately after the contract on mobile phone top up is concluded. The contract on mobile phone top up is concluded electronically via the IKO service at the moment when the charge instruction, described under pt. 3 above, is given.

5. The total cost of the service provided by PKO BP Finat sp. z o.o. equals the price (amount) of the top up chosen by the Client, subject to the provisions of § 6 pt. 1 of these Terms and Conditions.
6. By topping up a mobile phone as described under pt. 3 the Client concludes a contract on topping up the mobile phone number provided by the Client and at the same time instructs the Bank to charge the Client's bank account with the top up amount and to transfer that amount to the bank account of PKO BP Finat sp. z o.o. The obligation to effect a payment for the top up is a one-time obligation.
7. By accepting these Terms and Conditions the Client expressly demands and agrees that the contract is executed by PKO BP Finat sp. z o.o. immediately, that is before the expiry of the period when the Client can withdraw from the contract, as stipulated in art. 40 paragraph 1 of the Act of 30<sup>th</sup> of May 2014 on Consumer Rights.
8. The Client does not have the right to withdraw from the contract regarding mobile phone top up due to the fact that the contract is fulfilled before the expiry of the 14 day withdrawal period and that the provision of contractual services by Finat consists in the supply of digital content with Client's consent (described above), which content cannot be returned.
9. All e-mails to PKO BP Finat sp. z o.o. regarding the Services can be sent to the following address: [doladowaniaprepaid@finat.pl](mailto:doladowaniaprepaid@finat.pl). All standard mail regarding the Services can be sent to the following postal address: PKO BP Finat sp. z o.o., ul. Grójecka 5, 02-019 Warszawa.

#### § 4.

##### Rules Regarding Issuing and Sending Invoices for Top Ups

1. A Client who holds a Konto Inteligo account with the Bank or uses the iPKO service, offered by the Bank, can use the Inteligo or iPKO website to order a VAT invoice for the purchased service. The VAT invoice will be issued on the condition that the Client provides all information required legally for issuing VAT invoices.
2. A Client may request the issuing of a paper invoice by sending all data necessary for a VAT invoice to be issued together with a postal address where the invoice is to be sent, to the address indicated under § 3 pt. 9.
3. A Client who ordered the issuing of a paper VAT invoice but failed to provide his or her postal address can pick up the document from the PKO BP Finat sp. z o.o. office, during office hours.

#### § 5.

##### Complaints Procedure

1. Complaints concerning cases of charging the bank account with an incorrect top up amount should be made by contacting the Bank's hotline at: 801 307 307.
2. Complaints concerning the top up of a pre-paid account with the chosen amount should be made to the mobile phone service provider operating the mobile phone in question:
  - **Orange:** Call Customer Support dialling: \*100 on an Orange mobile phone or 510 100 100 on any other phone, e-mail: [bok@orange.pl](mailto:bok@orange.pl), address: Orange Polska S.A., ul. Jagiellońska 34, 96-100 Skierniewice
  - **NJU MOBILE:** Call Customer Support dialling: \*620 on a NJU MOBILE mobile phone or 690 610 610 on any other phone, e-mail: [bok@njumobile.pl](mailto:bok@njumobile.pl), address: Nju mobile, ul. Jagiellońska 34, 96-100 Skierniewice.

- **T-mobile:** Call Customer Support dialling: \*9602 on a T-mobile pre-paid mobile phone or 602 960 200 on any other phone, e-mail: [boa@t-mobile.pl](mailto:boa@t-mobile.pl), address: T-Mobile Polska S.A., Dział Reklamacji, ul. Marynarska 12, 02-674 Warszawa.
- **Heyah:** Call Customer Support dialling: \*2222 on a heyah system mobile phone or 888 00 22 22 on any other phone, e-mail: [kontakt@heyah.pl](mailto:kontakt@heyah.pl), address: T-Mobile Polska S.A., Reklamacje heyah, ul. Marynarska 12, 02-674 Warszawa.
- **Plus na Kartę including Simplus, MixPlus, 36i6 and Sami Swoi:** Call Customer Support dialling: 2601 on a Plus network mobile phone or 601 102 601 on any other phone, e-mail: [bok@plus.pl](mailto:bok@plus.pl), address: Polkomtel Sp. z o.o., Departament Reklamacji, ul. Postępu 3, 02-676 Warszawa.
- **Play:** Call Customer Support Centre dialling: \*500 only on a Play network mobile phone or 790 500 500 on any other phone, e-mail: [ok@pomocplay.pl](mailto:ok@pomocplay.pl), address: P4 Sp. z o.o., Skrytka pocztowa 41, 02-671 Warszawa.

Calls are charged at standard rates of the respective mobile phone service providers.

3. Complaints described under pt. 2, are processed in accordance with terms and conditions for providing telecommunication services published by respective mobile phone service providers.
4. Complaints concerning the Services within the scope executed by PKO BP Finat sp. z o.o. should be made to the addresses indicated under § 3 pt.9.
5. When making a complaint the Client is required to provide the top up code that can be obtained from transaction description, in the history of the bank account that was charged.
6. Within the scope of the service, PKO BP Finat sp. z o.o. shall top up the mobile phone number provided by the Client. The Client shall bear sole responsibility for providing an incorrect mobile phone number for top up.

## § 6.

### Final Provisions

1. The Client shall bear all costs of using means of remote communication that are necessary to use the Service, at the rates determined by the provider of services facilitating remote communication.
2. In the event of the occurrence of a force majeure, the execution of Services shall be suspended for the duration of a force majeure.
3. Any attempt to change the contents of the website or modify it in any other way that could result in a disturbance of its operation, as well as posting illegal content on the website is strictly forbidden.
4. All communication concerning the relationship between PKO BP Finat sp. z o.o. and the Client shall be made in Polish.
5. The governing law for settling disputes arising from the provision of Services by PKO BP Finat sp. z o.o. is the law of Poland.
6. These Terms and Conditions are available via the IKO application.