THESE TERMS OF SERVICE CAN BE DOWNLOADED AND SAVED ON YOUR DEVICE

Terms of Service for keeping an account at doladowania.t-mobile.pl

§ I – Preliminary provisions

1. In accordance with the requirements of the Act of 18 July 2002 on the provision of electronic services Autopay S.A. with its registered office in Sopot creates these Terms of service.

2. The entity providing the services described in the Terms of Service is Autopay Spółka Akcyjna with its registered office in Sopot at ul. Powstańców Warszawy 6, post code: 81-718, entered into the Register of Entrepreneurs kept by the District Court for Gdańsk – Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS number: 0000320590, NIP [Tax ID no.]: 585-13-51-185, REGON [National Business Registry no.]: 191781561, with a fully paid-up share capital of PLN 2,205,500, having the status of a large entrepreneur within the meaning of the Act on counteracting excessive delays in commercial transactions, supervised by the Polish Financial Supervision Authority and entered into the register of national payment institutions under no. IP17/2013.

3. Pursuant to the Terms of Service, Autopay S.A. provides the User with a service consisting in the possibility of creating and keeping an account within the doładowania.t-mobile.pl.

§ II – Definitions

1. **Account –** a User's individual account on the Site accessible using a login and password.
2. **Operator –** the entity providing telecommunications services to the User: TMobile Polska S.A. with its registered office in Warsaw.
3. **Terms of Service –** these terms of service.
4. **Balance –** the balance of the User's pre-paid phone, the value of which is checked and presented to the User within the functionality of the Site.
5. **Site –** Internet service available at doladowania.t-mobile.pl.
6. **Company** – Autopay S.A. with its registered office in Sopot.
7. **Agreement –** an agreement for the provision of the service of keeping an Account on the Site, concluded by acceptance of the Terms of Service by the User.

8. **User** – a natural person, legal person or organisational unit without a legal personality having full capacity to perform acts in law and using the Site.

§ III – Creating and keeping an Account

1. Creation of an Account by the User is voluntary, but may be necessary to use certain functionalities of the Site. The Company, through the Site, informs which of the available functionalities of the Site require an Account. Having an Account is necessary, among other things, to use the functionality of accessing top-up history, the functionality of checking the Balance and automatic phone top-up services.
2. In order to create an Account, the User registers on the Site by providing the Company with its e-mail address and defining an access password.
3. In order to use certain additional functionalities of the Site, it may be necessary to provide additional data, as specified in the terms of the individual services provided through the Site.
4. As part of the Site, the Company provides additional services to the User. Detailed terms and conditions for additional services can be found on the Site and in the terms and conditions of individual services available on the Site.
5. The functionalities of the Site indicated in the body of the Terms of Service are for illustrative purposes only and their provision to the User on the Site is subject to the decision of the Company or the Operator. The Company reserves the right to change existing or add new functionalities of the Site without changing the Terms of Service, as long as it does not change the rights and obligations of the Parties indicated in the Terms of Service.
6. The account allows the User to go to external websites of third parties. The Company does not assume responsibility for the manner of operation and content posted on external third-party websites. When going to external websites of third parties, the User is obliged to check the terms of use of such websites.

§ IV – Checking the Balance

1. The functionality of checking the Balance includes retrieving by the Company information from the Operator about the current balance of the User's pre-paid phone (including the amount of funds to be used and the expiration date of outgoing and incoming calls).

2. By activating the functionality, the User authorises the Company to obtain information from the Operator on his behalf, for the purpose of performing the service, about the current Balance.
3. Information about the balance obtained from the Operator will be presented to the logged-in User via the Site. Balance information will be updated when the User logs into the Site and when using the "Refresh" function visible in the "My Recipients Book" section. If the User changes the SIM card to which the phone number activated in the site is assigned, it is necessary to reactivate this number.
4. Activation of the Balance Checking functionality requires entering in the Site an authorisation code sent to the pre-paid phone number for which the service is to be provided.
5. Deactivation of the Balance checking functionality is performed by the User using the option available on the Site ("My recipients book" tab, "Delete" option).

V – Personal data

1. The Controller of the Users' personal data is the Company.
2. The legal basis, purpose, period of personal data processing and the rights of the User, as well as other important information concerning the principles of personal data processing are specified in detail in the Privacy Policy of Autopay S.A., laid down in line with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("the Regulation").
3. Providing personal data is voluntary, but necessary for the service of using the Site.
4. In case of questions concerning data processing or in order to exercise the User's rights under the Regulation, it is possible to contact the Data Protection Officer at the address odo@autopay.pl or in writing to the Company's address: Autopay S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, note: personal data protection.

VI – Complaints and dispute settlement

1. Complaints may be made:

a. in writing - in person at the Company or through a postal operator, courier or messenger to the Company's address: ul. Powstańców Warszawy 6, 81-718 Sopot, or to the e-mail address referred to in Article 2 (1) of the Act of

18 November 2020 on Electronic Service;

b. electronically - via the complaint form available at: **pomoc.autopay.pl**;

c. orally - by phone at 58 7604 844 between 8:00 a.m. and 10:00 p.m. on business days and on Saturdays between 8:00 a.m. and 4:00 p.m. (call payable at rates applicable to the User of the telecommunications operator) or personally to the protocol in the Company (between 8:00 a.m. and 4:00 p.m. on business days).

2. Complaints may also be lodged by the User's proxy, having a power of attorney granted in ordinary written form.

3. The complaint should contain a concise description of the objections raised and an indication of the User's data together with his correspondence address (e.g. address of residence), unless: The User made a complaint using the complaint form available at pomoc.autopay.pl/ - in which case a correspondence address is not required or when the User has submitted an application for receiving a response to the complaint by e-mail - then the User indicates an e-mail address for receiving a response to the complaint (unless the Company has the User's e-mail address).

4. At the request of the User, the Company shall confirm to the User the receipt of the complaint by e-mail or in writing.

5. The Company shall handle the complaint immediately, but no later than within 14 days from the date of receipt thereof.

6. If the complaint requires additional information pursuant to para. 3, the Company shall request the User to provide supplementary information.

7. The response to the complaint shall be given in paper form to the User's correspondence address, unless: The User filed a complaint using the complaint form available at pomoc.autopay.pl, or when the User made a request to receive a response by e-mail - then the response to the complaint is delivered to the e-mail address provided by the User.

9. The User should bear in mind that the submission of a complaint immediately upon becoming aware of any cause for complaint may facilitate and streamline the reliable complaint handling by the Company.

10. The complaint handling procedure does not exclude the User's rights under the provisions of law.

11. The Agreement shall be governed by Polish law.

12. The User is entitled to bring an action against the Company to common court. The court competent for resolving disputes arising from this Agreement is the court competent in accordance with the provisions of the Code of Civil Procedure.

13. The User who is a consumer is also entitled to seek out-of-court redress mechanisms, in particular Permanent Consumer Arbitration Courts at Voivodeship Inspectorates of Trade Inspection.

14. The User who is a consumer is also entitled to request assistance from the competent District (Municipal) Consumer Ombudsman.

15. Consumer users may use the electronic link to the ODR platform: ec.europa.eu/odr.

§ VII – Communication and technical requirements

1. The language of communication between the User and the Company shall be Polish.

2. Unless the provisions of these Terms of Use provide otherwise, the User may communicate with the Company:

a) electronically, by completing the form available at: **pomoc.autopay.pl**; or at the e-mail address: bok@autopay.pl;

b) by phone at 58 7604844 - from Monday to Friday from 7:00 a.m. to 10:00 p.m., and on Saturdays from 8:00 a.m. to 4:00 p.m.

c) in writing, at: Autopay S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, with the note: Doładowania telefonów *[Phone top-ups]*.

3. The Company communicates with the User by e-mail, telephone or in writing, however, if the provisions of the Terms of Use or legal regulations do not provide otherwise, e-mail is the basic form of communication with the User.

4. Services provided on the basis of these Terms of Service are provided by electronic means, via the Internet. In order to properly use the Services, the User must meet the minimum technical requirements:

   a) disposing of a device with a connection to the Internet and memory enabling the storage of documents in electronic form (e.g. computer or mobile phone),
   b) having an Internet browser that allows proper display of the Site, including downloading and saving documents in electronic form;
   c) having software enabling proper display of documents in PDF;

d) having an active e-mail account.

5. The User shall pay fees related to Internet access and data transmission according to the tariff of his provider.

6. The User undertakes to use the Site in accordance with the provisions of law and rules of social coexistence. The User is prohibited from using the Site to enter content which the User is not entitled to enter, in particular content violating any rights of third parties.

§ VIII – Term of and withdrawal from the Agreement

1. The agreement for the provision of the service is concluded through the Site, by acceptance of the Terms of Service by the User.
2. The agreement is concluded for an indefinite term, until terminated by the User or the Company. The User may terminate the Agreement by deleting its Account on the Site. In order to delete the Account, the User shall transmit to the Company a request for Account deletion either by phone (phone number indicated in § VII, paragraph 2, letter b) or through the pomoc.autopay.pl form.
3. The Company may terminate the agreement with one week's notice for valid reasons as indicated in paragraph 8 below. The Company will notify the User of the termination of the Agreement in the manner accepted for communication between the Parties. Termination of the Agreement shall result in automatic termination of agreements for the provision of additional services by the Company on the Site, provided that the provision of such services is dependent on having an Account.
4. The Company, provided there are compelling reasons for doing so as indicated in paragraph 8 below, shall have the right to amend the provisions of the Terms of Service. The Company shall inform the User of the proposed changes to the provisions of the Terms of Service no later than one week prior to their proposed effective date, via e-mail. The User's failure to object to the proposed changes is tantamount to consent to them. The User before the proposed effective date of the changes has the right to terminate the Agreement with immediate effect.
5. If the User objects to the proposed changes, but does not terminate the Agreement, the Agreement shall expire at day before entry of the proposed changes into force.
6. The procedure for amendments to the Terms of Service referred to in paragraphs 4-5 above shall not apply to cases where the Company changes the Terms of Service solely for the purpose of adjusting the provisions of the Terms of Service to the amended legislation affecting the provision of the Services, and the

amendment to the Terms of Service does not affect the User's rights or obligations under the agreement. In this case, the Company will notify the User of the amended content of the Terms of Service in the manner accepted for communication between the Parties.

7. The content of these Terms of Service is available on the Site and delivered to the User in a manner allowing for these Terms of Service to be saved on the User's device or printed out.
8. Valid reasons for the Company's termination of the Agreement or amendments to the Terms of Service are considered to be:
   a. changes or the emergence of new taxes or charges of a public-law nature related to the provision of services;
   b. change in applicable laws related to the provision of the Service;
   c. recommendations, advice or other types of requests and orders formulated by public administration bodies affecting the provision of the Service;
   d. increase in the cost of services provided by third-party vendors to the Company or the cost of maintaining and operating the infrastructure to the extent used in the provision of the Service;
   e. change in the functionality of the Service;
   f. termination of the agreement in force between the Company and the Operator;
   g. the Company's decision to terminate the service.

9. A User who is a consumer, as well as a User who is a natural person concluding an Agreement for the provision of the Service in direct connection with his business activity, if the content of this Agreement shows that it does not have a professional character to him, may withdraw from the Agreement within 14 days from its conclusion.
10. The withdrawal may be effected by providing the Company with a statement on withdrawal from the Agreement. The statement may be provided on a form the specimen of which constitutes Appendix No. 1 to the Terms of Service. The statement may be sent to the Company electronically through the form available at pomoc.autopay.pl.

Appendix No. 1 – statutory sample agreement withdrawal form

SAMPLE AGREEMENT WITHDRAWAL FORM

(this form must be completed and returned only in the event of withdrawal)

- Recipient: Autopay S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, tel. 58 7604 844, by e-mail: form available at: bok@autopay.pl or using the form at **pomoc.autopay.pl.**

- I/We(*) hereby inform that I/We(*) withdraw from the agreement on the sale of the following items(*) agreement on the delivery of the following items(*) contract for specific work for the performance of the following work(*) / agreement on the performance of the following service(*)

- Date of conclusion of the agreement(*)/date of acceptance(*)

- Name of consumer(s) (**)

- Address of consumer(s) (**)

- Signature of consumer(s) (**) (only if the form is sent in hard copy)

- Date

(*) Delete as appropriate
(**) The form assumes that consumer is a natural person who has concluded an agreement directly related to his business activity, provided that it follows from this agreement that the former does not have a professional nature to that person