



TERMS OF SERVICE ZRZUTKA.PL

I. GENERAL PROVISIONS

1. Zrzutka.pl is a platform that allows Users to conduct campaigns presenting business, cultural, scientific, social, sales, and private projects to obtain funds for their implementation.
2. The Terms of Service define the terms and conditions of using the Service run by the Operator. The Terms of Service define the rights and obligations of Users as well as the rights, obligations, and scope of responsibility of the Operator, as well as the conditions for the provision of payment services by the Operator.
3. To use the Service, it is necessary to read the Terms of Service and their appendices carefully and accept them. By selecting the "I accept the terms and conditions" option during registration on the Website, the User declares that he has read the Terms of Service and they are understandable to him and undertakes to comply with its provisions.
4. To create a Whip-Round in the Service, it is necessary to create a user account. Activating the possibility of accepting payments to Whip-Round also requires filling in an identification form and obtaining the possibility of ordering withdrawals from whip-rounds to your own bank account - confirmation of the data indicated in the identification form by means of a verification transfer and a scan of an identity document (and additional documents in the case of accounts for a company / organization). The exact process of identification and verification of identity is specified in the following Terms of Service. The need to confirm the Customer's data results from the applicable Zrzutka.pl provisions of law. The data and documents sent by users are particularly protected and used only to verify identity.
5. These Terms of Service together with appendices constitute the basis for concluding contracts via the Service.
6. The Operator is an intermediary that enables the conclusion of contracts between the Supporter and the Organizer. Depending on the situation, it is the conclusion of a sales contract or a donation agreement between the Supporter and the Organizer (depending on whether the organized Whip-Round is of a sales or subsidy nature).
7. Residents of countries other than Poland should comply with the provisions resulting from the legislation in their country of origin - before setting up a fundraiser, they should, among others, check whether crowdfunding is legal in the country from which they intend to set up an account and should make all settlements (including with the competent tax office)



in accordance with relevant local provisions.

8. For all values given in PLN (including, for example, for verification thresholds), a simplified conversion rate of PLN 4 = EUR 1 should be adopted.
9. If you're not from one of the supported countries, don't create campaigns. Instead, you will have to ask someone in one of these countries to raise money. If the Organizer creates a campaign in an unsupported country or territory, it is likely that all the money collected will be refunded and his account will be deleted.
10. The Operator reserves that some services (e.g. Recurring Whip-Rounds, Patronage) may not be available in countries other than Poland.
11. If you are not a consumer and would like to set up a fundraiser aimed at obtaining funds to finance specific economic projects, and the legal relationship you establish with the supporters would consist in granting you a loan or an offer to purchase shares in your venture in exchange for payments, we indicate that Zrzutka.pl Sp. z o.o. is not a provider of crowdfunding services (i.e. investment crowdfunding) in the sense of Article 2(1)(e) of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business ventures and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937, so that it is not possible to organise a fundraiser for such purposes through the zrzutka.pl portal. We encourage you to use the services of portals that base their activities on the so-called investment crowdfunding.

II. DEFINITIONS

1. Mobile Application means an application for mobile devices through which you can use the Website.
2. Beneficiary - a natural or legal person, other than the Organizer himself, for whom the Organizer collects funds for the purpose specified in the description of the whip-round.
3. Working Day means any day from Monday to Friday, excluding public holidays in Poland.
4. GIIF means the General Inspector of Financial Information referred to in the Act on Counteracting Money Laundering and Terrorist Financing.
5. Password means a unique string of at least 8 characters, including min. one capital letter and one number or special character, selected by the User during registration on the Website, which enables and secures access to the User Account.
6. Customer means Users who use payment services



offered by the Operator.

7. PIN code means the code required to use the Mobile Application.
8. Authentication Code means a one-time authentication code used to authorize a Payment Transaction.
9. User Account means an account on the Website made available individually to the User, which is created automatically after the process of full registration on the Website. The User Account is created based on the Login and is secured with a Password.
10. Login means the User's e-mail address indicated by the User when registering on the Website, which is the User's identifier on the Website.
11. Operator or Company means Zrzutka.pl sp. z o. o. with its registered office at al. Karkonoska 59, 53-015 Wrocław, NIP 8992796896, REGON 365261657, KRS 0000634168.
12. Organizer means the User who presents the Project to obtain funds for its implementation.
13. Patron means the entity for which the Organizer conducts a Whip-Round organized in accordance with Chapter VI point 24 of the Terms of Service, verified by the Operator and included in the list of Patrons available at <https://zrzutka.pl/katalog-patronow>.
14. Project means any manifestation of business, cultural, scientific or social activity, as well as private and sales, for the implementation of which the Organizer collects funds through the Website.
15. Payment account maintenance means a service consisting in the maintenance of a payment account, enabling the storage of funds and the execution of Payment Transactions, including the service of opening or closing a payment account.
16. Account means a payment account within the meaning of the UUP.
17. Organizer's Bank Account means the Organizer's Account maintained by a bank or Cooperative Savings and Credit Union ("SKOK") with its registered office in Poland and assigned to the User Account as a result of the verification process referred to in chapter 2. XIII point 1 or an account maintained for a payment card assigned to the User's Account in the manner specified in chapter 1. XIII point 21.
18. Patron's Bank Account means the Patron's Account maintained by a bank with its registered office in Poland and assigned to the User Account as a result of the verification process.
19. Terms and Conditions mean these Terms of Service.
20. Service means a website run under the domain www.zrzutka.pl, and any subdomains, under which the Operator provides electronic services consisting in



particular, providing space for creating Whip-Rounds by Users and mediating in the transfer of funds between Users.

21. Contribution means cash obtained by the Organizer from the Supporters for the implementation of the Project.
22. Table of Fees and Commissions means a statement of fees charged by the Operator for services provided to the User, including payment services, constituting Appendix No. 1 to the Regulations.
23. Payment Transaction means a payment transaction within the meaning of Article 2(a) 29 UUP initiated by the User of the Service.
24. Services mean services provided by the Operator via the Website consisting in providing Users with space to organize Whip-Rounds and transferring funds between Users.
25. Agreement means an agreement concluded between the Supporter and the Organizer.
26. Framework Agreement means a framework agreement within the meaning of the UUP concluded between the Company and the Customer.
27. Anti-Money Laundering Act means the Act of 1 March 2018 on Anti-Money Laundering and Countering the Financing of Terrorism (Journal of Laws 2018, item 1132, as amended).
28. UUP means the Act of 19 August 2011 on payment services (Journal of Laws item 1907, as amended)
29. User means a natural adult person, a legal person or an organizational unit without legal personality. The law grants legal capacity, using the Website except for persons completely incapacitated. A User is also considered to be a natural person using the Website who is at least 13 years old and has sent the consent of the legal representative to use the Website.
30. Virtual Account of the Organizer a virtual balance generated for each Whip-Round, enabling the ordering of payment transactions.
31. Supporter means a User who makes a Contribution to a specific Project with cash as part of a Whip-Round.
32. Payment Order means the User's statement containing an instruction to execute a Payment Transaction by the Company.
33. Whip-Round means the collection of funds by the Organizer as part of the Service in order to implement the Project.
34. Private Whip-Round means a Whip-Round available to users selected and individually marked by the Organizer;



35. Promoted Whip-Round (previously Public) means a Whip-Round available to all Users.

III. TECHNICAL REQUIREMENTS

1. The use of the Website depends on meeting the technical requirements. In order to properly use the Services, the User should ensure:
 - a device that allows you to use the resources of the Internet,
 - connection to the global Internet network,
 - an updated web browser that supports encrypted SSL connections.
2. Using the Mobile Application requires the installation of an application that can be downloaded from the Google Play Store and AppStore. In order to properly use the Services via the Mobile Application, the User should provide:
 - a mobile device with the current version of the Android or iOS operating system installed, allowing the use of Internet resources;
 - connection to the global Internet network.
3. Full use of all or some of the functionalities of the Website may require installing software such as Java or Java Script, as well as accepting cookies in the browser settings and having an e-mail address and a mobile phone.

IV. REGISTRATION

1. In order to obtain the status of the User, it is necessary to register on the Website by correctly filling in and saving all fields of the registration form available on the Website.
2. The User's status allows you to create and edit your own projects of Whip-Rounds visible to all visitors to the Website, which, however, do not temporarily have the possibility of accepting Contributions from Supporters. Obtaining the possibility of accepting Contributions will require taking further actions described in point 9 (filling in the identification form), while maintaining this possibility beyond the period of 30 days indicated in point 11, and obtaining the possibility of ordering payments to the Organizer's Bank Account – also passing the identity verification process referred to in the Chapter XIII, points 1 and 2 of the Terms of Service.



3. In the registration form, the User provides his name and surname and e-mail address (which is also the User Login). Registration on the Website also requires indication and confirmation of the Password. A user creating an account for a company / organization may, at this stage, indicate the desire to set up such an account and fill in the 'company name' field.
4. Authentication Codes will be sent to the e-mail address provided (later in the User Account settings, the User may change preferences in such a way as to receive Authentication Codes via SMS to the indicated phone number).
5. It is forbidden to choose as a Login a name that is offensive, vulgar, contrary to good customs or principles of social coexistence or in any way violates the rights of third parties or the provisions of generally applicable law.
6. After correctly completing the registration form, the User will receive a message to the e-mail address provided by him containing a link activating the User Account. The use of the activation link is an essential element of the full registration process. After its use, the Registration of the User and the generation of credentials comes to an end.
7. By sending the registration form, the User confirms that the data provided are complete and consistent with the facts, do not violate the rights of third parties and that he has read the Terms of Service and undertakes to comply with them.
8. After correctly entering the Login and Password, the User receives access to an individual User Account.
9. In order to obtain the possibility of receiving Contributions from Supporters for the Whip-Round set up by themselves, the User is obliged to complete and confirm the identification form available on the Website in the "verification" tab visible in the menu of User Account. Filling in the identification form requires choosing the type of account (private for a natural person, or an account for a company / organization along with an indication of the legal form in which such an entity operates), and then completing the identification data the scope of which is adapted to the type of account selected by the User.
10. The identification form must be completed with true and correct data. In the event that, at the time of identity verification carried out in accordance with Chapter XIII, points 1 and 2 of the Terms of Service will turn out that the data indicated by the User are false, the account will not be verified, which will involve its removal and refund of all received Contributions to supporters. Once the User confirms that the data filled in the identification form is correct, it will not be possible to edit them later.
11. After completing and approving the identification form, the User obtains the opportunity to receive Contributions from Supporters for the Whip-Rounds established by themselves for a period of another 30



Days. During this time, it is necessary for the user to complete the identity verification process described in the Chapter XIII, points 1 (sending a verification transfer) and 2 (sending a scan of an identity document and – in the case of accounts for a company / organization – also scans of relevant documents confirming the status of this entity).

12. The user has the option to start the identity verification process immediately after completing the identification form or at any other time within 30 days of completing it. After completing the identity verification process, the User obtains the opportunity to make withdrawals to the Organizer's Bank Account, and the possibility of receiving Contributions to their Whip-Rounds is extended indefinitely.
13. In the event that after completing the identification form, the User does not proceed to the identity verification process within 30 days, his account will be deleted, and all Contributions previously accumulated on his Whip-Rounds – refunded to the supporters.
14. Providing false data or information or using someone else's data in order to use the Website may be subject to criminal liability and liability for damages.
15. The personal data provided by Users on the Website are collected and processed in accordance with applicable law and in accordance with the privacy policy available here <https://zrzutka.pl/prywatnosc/>.
16. It is unacceptable to have more than one User Account by one User, as well as to jointly have one User Account by more than one natural person, legal person or organizational unit without legal personality. The Operator is entitled to refuse to register a second Account of the same User and to delete such Account. One bank account may be used to send a verification transfer referred to in Chapter XIII point 1 of the Terms of Service for only one User Account. If the verification transfer is made in order to create a second User Account for the same User, the zloty paid for verification will be assigned to the existing (first) User Account and each newly created (second and subsequent) User Account will be deleted.
17. As an exception to point 16, it is permissible for the User to have a separate User Account as a private account and a User Account for their sole proprietorship. In order to create a User Account for business activity, it is required for the User to provide a different e-mail address than the one used for a private account. The verification transfer referred to in Chapter XIII point 1 of the Terms of Service for the User's Account regarding a sole proprietorship must be made from the bank account kept for that business and at the same time from a different account than the one used to



verify the private account. Verification of the account for business activity and the private account will take place separately, which may result in the m.in the need to re-send documents confirming the User's identity.

18. By way of an exception to point 16, taking into account the specific organizational structure of the Polish Red Cross, functioning by virtue of the Act, individual local units of the Polish Red Cross may set up separate user accounts, despite not having a separate legal personality.
19. The User may agree to display his User Account in search results (by name and surname or the name of the company / foundation / other name) in search engines. The User may at any time change the scope of visible information by logging in to the Website and entering "my account" -> "edit data" -> "settings".

V. SERVICES PROVIDED ON THE WEBSITE

1. The Framework Agreement for the provision of electronic payment services indicated in the content of these Terms of Service is concluded between the User and the Operator after completing and approving by the User the identification form referred to in Chapter IV point 9. Until the identity verification process referred to in Chapter XIII, points 1 and 2 of the Terms of Service, this agreement is conditional, which means that the Operator does not provide the User with payment services other than the payment account maintenance service (it is not possible to make withdrawals to the Organizer's Bank Account), and that it is terminated if the User does not start the identity verification process within 30 days of its conclusion.
2. As part of the website's activity, the Operator, on the terms set out in these Terms of Service, provides space for conducting Whip-Rounds and for communication between Users, in particular enabling:
 - organizing Private Whip-Rounds,
 - organizing Promoted Whip-Rounds (previously Public),
 - sending messages,
 - asking questions to the Organizers,
 - commenting on Whip-Rounds,
 - placing Payment Orders covered by Appendix No. 3 to the Terms of Service (Framework Agreement).



VI. ORGANIZATION AND SUPPORT OF WHIP-ROUNDS

1. As part of the Website, the Operator creates and makes available to Users a space for obtaining Contributions for the implementation of Projects. Contributions to Projects paid by supporters are collected on the Organizer's Virtual Account until the Organizer pays them.
2. The purpose of the Whip-Round must not be unlawful.
3. The Organizer issues their Whip-Round on the Website, indicating the number of financial resources needed for the implementation of the Project and the period in which he would like to collect these funds. The minimum amount of the Contribution is 1 PLN.
4. The Organizer of the Whip-Round may independently determine the amount of the Whip-Round Contributions.
5. Contributions paid by the Supporters are collected on the Organizer's Virtual Account from the date of making such An Account available to the Organizer until the last day of the period indicated by the Organizer. The Operator makes every effort to ensure that the status of collected Contributions visible in the description of the Whip-Round is updated in real-time.
6. In the event of collecting the entire amount of funds before the date specified by the Organizer in the description of the Whip-Round, the collection of Contributions may be extended until the date of expiry of this period or beyond this date.
7. The Organizer must provide the purpose of the Whip-Round and a description of the Whip-Round (so that each Supporter knows what Project will be implemented from the funds collected through the Whip-Round and what all the collected funds will be used for). It is forbidden to leave the description and purpose field blank or complete them in an incomprehensible way (leaving doubts about the Project to be implemented from the amount collected on the Whip-Round). The operator blocks such Whip-Round until the description field, and the purpose of the Whip-Round are completed. Description, updates, and all other elements posted on the page of a given Whip-Round (e.g. photographs of documents, the information presented in videos to which the link is included in the Description of the Whip-Round) must be fully truthful, both as to the purpose of the Whip-Round, and other circumstances described in them and be verifiable - they should not contain information unverified, nor the opinions of the Organizer presented as facts. It is forbidden to include profanity or offensive phrases in the description and news of the Whip-Round. It is also forbidden to persuade or instruct the Supporters in the description and news of the Whip-Round (including the description of the prizes or mutual benefits offered to the Supporters) not to make voluntary donations to the Operator.
8. In the event that the amount of funds assumed by the Organizer needed to achieve the purpose of the Whip-Round is equal to or exceeds PLN 150,000, the organizer is obliged to present in the description of the Whip-Round a cost estimate, indicating the exact purpose of the collected funds and taking into account the specific expenses to be covered by the



the amount collected, if possible, with an indication of the expenses that will be covered in the first place and the expenses that will be made in the event of further payments being collected for a given Whip-Round. The cost estimate is an integral part of the description of the Whip-Round and may be subject to verification in accordance with Chapter XIII of the Terms of Service. The requirement to include a cost estimate does not apply to Whip-Rounds organized for the benefit of the Patron in accordance with Chapter VI, point 24 of the Terms of Service. However, the Operator, for safety reasons, may in a given case request the inclusion of a cost estimate in the description of such a Whip-Round.

9. From the moment of receiving the first payment for a given Whip-Round (excluding the verification transfer), it is forbidden for the Organizer to change its purpose or description in a way that would lead to a significant modification of the Project to be implemented using it, including a change in the consideration to which the Organizer undertakes in the event of a commercial Whip-Round or to change the person of the Beneficiary or the intended method of spending funds on his behalf in the case of a Whip-Round constituting a donation. If the Organizer becomes aware of such a change, the Whip-Round will be removed, and the funds accumulated on it and not paid by that time will be refunded to the Supporters. Editing the description of the Whip-Round, from the moment of receiving the first payment in accordance with the preceding sentence, is permissible - subject to the provisions of Chapter VII, point 4 and Chapter VIII, point 2 of the Terms of Service - only for the purpose of supplementing, specifying or clarifying it. If you want to make a significant change to the Project to be implemented via the Website, the Organizer should remove the existing Whip-Round and issue refunds to the Supporters, and then create a new one. In order to prevent the Organizer from changing the purpose of the ongoing Whip-Round, the Operator may block the possibility of editing the description of ongoing Whip-Rounds, in particular after their verification on the basis of Chapter XIII of the Terms of Service.
10. As an exception to the provisions of point 9, if the amount assumed by the Organizer necessary to achieve the purpose of the Whip-Round having the character of a donation is significantly exceeded, the Operator may agree to the Organizer extending the purpose of a given Whip-Round. In such a situation, the Organizer should contact the Operator to determine the Whip-Round's extended purpose. The extended purpose of the Whip-Round should be as close as possible to the original purpose (e.g. helping other people in a similar situation as the Beneficiary of the Whip-Round, using funds for activities similar to the one presented in the description of the Whip-Round or transferring surplus funds to a public benefit organization that conducts such activities). In a situation where the Operator agrees to the extended purpose of the Whip-Round proposed by the Organizer, the provisions of point 9 do not apply.
11. In the event that the Whip-Round is organized for the benefit of the Beneficiary, it is the Organizer's obligation to obtain - before setting up the Whip-Round - the consent of such a person to manage a given Whip-Round for their benefit, and consent to the processing of their personal data by the Operator, as well as



a scan of her identity card (in the case of natural persons) or documents showing the authorization of a specific person to act on behalf of the Beneficiary, the consent of the person holding such authorization to conduct the Whip-Round for the benefit of such a Beneficiary and a scan of their identity card (in the case of Beneficiaries who are not natural persons) - forms available at the address of the <https://zrzutka.pl/pomoc/ogolne/zgody-i-pelnomocnictwa>. The operator may request the above documents during the verification procedures described in the Chapter XIII of the Terms of Service or at any other time. In the absence of the Beneficiary's consent to manage the Whip-Round on their behalf or failure to deliver the above-described documents within the prescribed period (not shorter than 7 days), the Operator may delete the Whip-Round and issue refunds to the Supporters.

12. In the event of death or loss of legal capacity by the Beneficiary and in the event of inability to achieve the originally set purpose of the Whip-Round (provided that this inability must result from objective reasons beyond the control of the Organizer - otherwise the provisions of point 9 of this chapter apply), the Organizer is obliged to immediately notify the Operator of such a fact. In this case, the Whip-Round is temporarily blocked by the Operator, and its Organizer may, at his own choice:
 - a. Issue an instruction to the Operator to issue refunds of funds not yet paid from the Whip-Round to the Supporters (in such a case, in accordance with Chapter 2. XIV point 4 of the Terms of Service, the Operator does not charge any commission on refunds);
 - b. set a new purpose for the Whip-Round (particularly a charitable purpose or the purpose of supporting the deceased beneficiary's family). In such a case, the Organizer should modify the description of the Whip-Round established by them accordingly and send an e-mail to all Supporters of the Whip-Round, in which he will inform them about the death of the Beneficiary or about the inability to achieve the originally set purpose of the Whip-Rounds and about the new allocation of funds, indicating that within 2 weeks they may directly apply to the Zrzutka.pl with a request for a refund. A copy of such a message should be sent to: info@zrzutka.pl. If the Organizer uses such a possibility, the Whip-Round remains blocked for a period of 2 weeks from the moment the Operator receives a copy of the e-mail message described above. During this time, the Supporters may ask the Operator directly to refund the funds paid for such a Whip-Round. After this deadline, the Whip-Round is unblocked, and the Organizer has the option of withdrawing the funds remaining on it after the Operator has made any refunds and using them for the indicated new purpose.

From the moment of obtaining information about the death or loss of legal capacity by the Beneficiary until the Organizer submits the statement referred to in points a) or b) above, the Operator shall make refunds of funds paid to the Whip-Round towards the Supporters who will apply for such a refund at that time.



13. The Operator reserves the right to cancel, suspend or discontinue the Whip-Round with the refund of paid Supporting Contributions, in the event of a violation or justified suspicion of violation of the provisions of the Terms of Service by the Organizer, as well as in the event of a justified suspicion or finding of a violation of the law during the organization of the Whip-Round, subject to Appendix No. 3 to the Terms of Service.
14. In the case of Whip-Rounds for which the Operator receives five or more reports of abuse, an automatic freeze of payments and refunds will be applied until the Organizer sends documents confirming the veracity of the purposes of its Whip-Rounds or until other circumstances are presented, on the basis of which the zrzutka.pl, with due diligence, will decide to unblock further payments and refunds for a given profile.
15. If the Whip-Round block is applied, it may be extended by the Organizer by the duration of the freeze.
16. In the event of receiving a bailiff's seizure of the Organizer's receivables from the Operator or a seizure in enforcement proceedings in administration for an amount which exceeds the sum of the accumulated funds at the time of the seizure by the Operator (which would result in the fact that the funds paid to the Whip-Round by the Supporters would then have to be transferred to the enforcement authority, instead of serving the purpose of the Whip-Round), the Operator may block the possibility of making further payments to Whip-Round. This freeze is not applied when the description of the Whip-Round clearly shows that it is organized to repay the debts of the Organizer himself. The freeze referred to above is removed only if the enforcement authority receives information about lifting the above-mentioned attachment.
17. The Organizer may at any time share or block the possibility of commenting on his Whip-Round. Blocking the ability to comment on a Whip-Round hides all added comments at the same time. The Operator reserves the right to remove or block comments of an unlawful nature or related to activities of this nature, including comments violating the rights of third parties.
18. The Organizer is financially responsible for any possible chargebacks (i.e. in particular for chargebacks for card payments and in the event that funds are made available to the Organizer in the balance of his Whip-Round contrary to the Agreement). The Operator reserves the right to block funds on the Organizer's Virtual Account in order to cover the loss caused by the occurrence of a chargeback. In addition, the Operator is entitled to provide the Organizer's data and all documents sent by him related to running the Whip-Round (including documents and information referred to in Chapter XIII of the Terms of Service). "Withdrawals and additional verification of the Organizer" and documents confirming the veracity of the purpose of the Whip-Round, if any,



sent) to PayU SA (i.e. the online payment operator handling Payment Transactions on the Website). This data may include data about the User's Account. Health data will only be provided upon explicit request.

19. The Organizer authorizes the Operator to accept on its behalf contributions transferred by the Supporters to the Organizer's Whip-Rounds.
20. Payment of the Contribution to the Virtual Account of the Organizer is treated as effective payment of the Contribution to the Organizer.
21. Payment to Whip-Round is possible via a payment solution integrated with the Website provided by an external payment service provider – payU service or by making a transfer directly to the individual account number of the selected Whip-Round (Virtual Account of the Organizer) via another payment service provider. It is not possible to make cash payments to Whip-Round directly with the Operator. Services provided to Supporters in connection with payments do not fall within the scope of services provided by the Operator and are provided by external payment service providers in accordance with the rules set by such providers. Payments are accepted only in Polish zlotys.
22. Any additional information contained in the instruction submitted by the Supporter (other than the account number) will not be relevant for the proper implementation of the transfer of funds. The transfer of the Contribution to the Operator's Virtual Account made by the Supporter is considered to have been completed at the time of crediting the funds to the Account belonging to the Operator. The Operator is not responsible for improperly made transfers in the event of the Supporter's intentional or unintentional incorrect provision of a bank account number. The Operator shall take action to recover the amount of the payment transaction executed using an incorrect unique identifier, in particular in the manner and on the terms set out in Articles 143a-143c of the UUP, including in particular written notifications referred to in the above-mentioned provisions.
23. The Operator, through the Website, provides the data of the Supporters needed to perform the Agreement, i.e., e.g. necessary to send items that the Organizer sold to the Supporters (address of residence, e-mail address, name and surname, company name, bank account number). The scope of this data depends on the type of Agreement. The Organizer, using these data, may contact the Supporter.
24. In the case of Whip-Rounds organized for the benefit of the Patron indicated by the Organizer, the Organizer agrees to transfer all Contributions collected in such a Whip-Round directly to the Patron's Bank Account, without the possibility of making a transfer to another Account (Patronized Whip-Round). In the event that the Organizer



delays the payment of funds to the Patron, the Operator, at the request of the Patron, may make a payment from such a Whip-Round directly to the Patron's Bank Account, without an order from the Organizer. The Organizer may not revoke the selected Patron, and the payment of Contributions from such a Whip-Round is possible only to the Patron's Bank Account. Any disputes will be resolved on their own between the Patrons and the Organizers. Information that the Whip-Round is conducted for the benefit of the Patron is posted on the website of such a Whip-Round. The Patron is considered to be the beneficiary of such a Whip-Round being the other party to the legal relationship of the donation with the Supporters, while the Organizer is only an entity supporting the Patron in the implementation of the Whip-Round. After creating the Whip-Round under the patronage of the selected Patron, he will receive an e-mail with information about the established Whip-Round and will decide whether he accepts its organization by a given Organizer.

25. Whip-Rounds, the Beneficiary of which is or according to its description, is the Patron, may be organized only as a Patronized Whip-Round. In the case of the organization of The Whip-Round for the Benefit of the Patron, without following the procedure described in point 23 above, the Operator may remove it with refunds to the Supporters, but previously allowing the Organizer to agree to change his Whip-Round to the Patron Whip-Round kept for the benefit of the Patron indicated by him. If the Organizer agrees to such action, and the Patron accepts this Whip-Round, it will be transformed into the Patronized Whip-Round. In the event of deletion of the User Account by the Patron, the Patronized Whip-Round assigned to him are also deleted. If there are funds on such Whip-Rounds, the Patron requests their payment to him directly to the Operator, and his User Account, and all Patronized Whip-Round assigned to him, are deleted after the Operator has completed such an order.
26. In exchange for receiving a Contribution in a certain amount, the Organizer undertakes to the Supporter to provide a strictly defined consideration (unless the Contribution is a donation), in particular, to provide a marked service to the Supporter or transfer ownership of the item (sale) to the Supporter. The subject of the consideration and the rules for its fulfilment are specified in the Agreement.
27. If there is no consideration, and the funds transferred by the contributors to the Organizer constitute a donation and the sum of payments from one person exceeded the amount exempt from gift tax, the Organizer must remember to make an appropriate notification and settlement with the tax office – more details: [Act, Regulation](#) (applies to people from Polish, Users from other countries are obliged to check local regulations on their own). If the Whip-Round is aimed at selling goods or services, the Organizer must remember about appropriate settlements with the tax office and issuing bills to the Supporters.
28. The Whip-Round can be displayed in search results (by



name/purpose Whip-Round) in search engines and the search engine on the Website. The User can specify the scope of visible information by logging in to the Website, and then entering the editing of his Whip-Round and specifying whether the Whip-Round is to be indexed in search engines.

29. In the case of Whip-Rounds selected by the Operator, and in particular Whip-Rounds interesting in terms of content or enjoying special interest of Website users, the Operator may make their free promotion combined with the promotion of the Website itself, in particular by posting information about such Whip-Rounds on its websites in social networks or buying advertisements in which such a Whip-Round would be indicated, as well as by presenting them in the newsletter and push notifications. The promotion may also be associated with the use of photos in the description of the promoted Whip-Round. The Organizer agrees to such action of the Operator and will not claim any rights in this respect. In addition, for all Whip-Rounds for which the Organizer will leave the option "allow search engines to index this Whip-Round" selected during their editing, the so-called dynamic remarketing ads will be created using marketing solutions provided by Facebook and Google (unchecking the checkbox "allow search engines to index this Whip-Round" when editing the Whip-Round will disable the aforementioned remarketing ads).
30. The Organizer, on the terms set out in terms of Service, may pay the Contributions accumulated on the Organizer's Virtual Account up to their nominal value, subject to point 2 xii) of Annex 3 to the Terms of Service (Framework Agreement) at any time to the Organizer's Bank Account maintained in Poland assigned to his User Account as a result of the verification transfer referred to in the chapter. XIII point 1 of the Terms of Service, or to the bank account assigned to his payment card verified on the portal in the manner described in Chapter XIII point 21.
31. The Service allows you to launch cyclical payments for Whip-Round and payments to the Operator, in accordance with the rules set out in Appendix No. 2 to the Terms of Service.
32. In the manner described in the <https://zrzutka.pl/prywatnosc/>, the Operator may transfer the data of the Supporters to the Organizer of a given Whip-Round in order to enable him to perform contractual and tax obligations (e.g. settlement of donations received) or to perform the agreed services. It is forbidden for the Organizer to use the Supporting Data for other purposes, including in particular to send them unsolicited messages (spam). In the event of obtaining information about such an action of the Organizer, the Operator may temporarily block its User Account or some of its functionalities and, in particularly egregious cases - terminate the Framework Agreement without observing the notice period.



VII. PRIVATE WHIP-ROUND

1. Within the website's scope, the Operator provides space for the Organizers to conduct a Private Whip-Round for Users selected and individually marked by the Organizer.
2. The Private Whip-Round is available to a specific circle of people. The Organizer on its own invites selected Users or other persons to participate in the Whip-Round by sending an individual link to a specific Private Whip-Round via SMS or e-mail and other communication channels, at its choice. Users can invite more people they know by sharing a link received from the Organizer.
3. When sharing information about their payment to the Private Whip-Round on social media, supporters should share it only with people familiar with them to maintain the private nature of the Whip-Round.
4. The Operator additionally provides Users with the function of an expense calculator, which facilitates the settlement of a specific circle of people from joint ventures. As part of the settlement, the Organizer adds expenses, assigning to the expense the person who covered it (or should cover it in the future) and the people for whom the person to whom the expense is assigned has paid/will pay. The above amounts compensate each other in a given settlement. After completing the settlement, the User may organize a Private Whip-Round, to which a link is sent to potential Supporters who can support this Whip-Round with Contributions in the amount suggested in the settlement prepared by the Organizer. The billing function is available only in the Mobile Application.

VIII. PROMOTED WHIP-ROUND (PREVIOUSLY PUBLIC)

1. Within the scope of the Website's activity, the Operator provides, for remuneration, space for the Organizers to carry out the Promoted (previously Public) Whip-Round available to all Users.
2. After accepting the status of a Promoted Whip-Round (previously Public), it is not possible to edit the title (goal), description and assumed amount of funds to be collected under such a Whip-Round.
3. The Operator may refuse - without indicating the reasons - to give the Whip-Round the status of a Promoted Whip-Round, in a situation where the purpose of the Whip-Round or the circumstances contained in its description are, in the Opinion of the Operator, drastic, unsuitable for certain groups of recipients, or could violate the reputation or good name of the Operator or the Website. In particular, this applies to Whip-Rounds whose purpose is related to gambling, production or distribution of pornography, dissemination of false or misleading information (so-called fake news), or whose circumstances contained in the description indicate that the case is currently under court proceedings or activities are being conducted before other state authorities, whose circumstances are



the result is uncertain and may affect the timeliness or veracity of the information contained in the description.

4. If the Operator makes the decision referred to in point 3, the Operator does not collect or refund to the Organizer the previously collected amounts of payments related to the promotion of its Whip-Round. Provided that a given Whip-Round does not violate the provisions of applicable law or other provisions of the Terms of Service, it may be continued as a Private Whip-Round.

IX. LIABILITY OF USERS IN CONNECTION WITH THE USE OF THE WEBSITE

1. Users are responsible for violations of applicable law and the provisions of these Terms of Service when using the Website.
2. It is forbidden for Users to provide any illegal content, in particular violating in any way the applicable law, calling for racial, ethnic, religious hatred, containing pornographic content, praising fascism, Nazism, communism, propagating violence, insulting religious feelings, violating the rights of others.
3. It is forbidden to include in the comments to the Whip-Rounds kept by other Organizers links or references to your own or someone else's Whip-Rounds.
4. Due to the need for the Operator to fulfill its obligations in the field of counteracting money laundering and terrorist financing, it is unacceptable to organize Whip-Rounds whose purpose (declared or actual) is not to receive donations or payment for goods / services, but to create an appropriate turnover or carry out transactions aimed at using the promotion of banks or other payment operators consisting in granting any type of benefits for trading on an account or payment instrument or making a specific type of transfer. In the event of detecting such Whip-Rounds, the Operator will remove them for refunds to the Supporters, unless the relevant provisions of law result in the obligation to act differently.
5. The User bears full responsibility for the violation of applicable law or damage caused by his activities on the Website, in particular for providing unlawful information or false personal data, violation of personal rights or copyrights and related rights, as well as disclosure of professional secrecy or other confidential information.
6. The Operator reserves the right to interrupt the provision of Services to the User in the event of a breach or reasonable suspicion of a violation by the User of the applicable law, or



the provisions of these Terms of Service.

7. The provisions of this chapter do not affect the liability of Users resulting from Annex 3 to the Terms of Service.

X. USER ACCOUNT FREEZE

1. The Operator reserves the right to freeze and delete User Accounts if such an obligation results from the provisions on counteracting money laundering and terrorist financing.
2. The Operator also reserves the right to block and delete User Accounts in the event of justified suspicion of violation by the User of the applicable law or the Terms of Service, and in the case indicated in point 12 of Chapter XIII of the Terms of Service.
3. Regardless of other cases specified in the Terms of Services, the Operator is entitled to block the provision of payment services or block access to the Organizer's Virtual Account and the User's Account in the event of justified suspicion of committing a crime by the User, for objectively justified reasons related to the security of the User's Account and in the event of suspicion of unauthorized use of the payment instrument or intentional leading to an unauthorised payment transaction. The Operator informs the Customer about such cases through a message displayed on the Website about the blocking and its reasons, before blocking, but at the latest immediately after its blocking, unless the transfer of this information is prohibited in accordance with applicable law. The Operator unblocks the User Account and the Organizer's Virtual Account when the reasons for such freeze cease to exist.

XI. OPERATOR'S RESPONSIBILITY FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The Operator is an entity providing electronic services in the form of providing space for Users to manage the Whip-Round as part of the Website and mediating in the transfer of funds between Website Users. The Operator shall not be liable for the User's actions or omissions related to the Contributions collected for the implementation of the Project transferred to this User, in particular in the scope of tax liability, including liability specified in the Provisions of the Act of 28 July 1983 on inheritance and gift tax (Journal of Laws of 2021, item 1043, i.e. as amended) and the Act of 26 July 1991 on personal income tax (Journal of Laws of 2021.1128, i.e. as amended).



2. The Operator reserves that it is not a party to the Agreement concluded between Users as part of the Website and is not responsible for the performance of obligations arising between Users on its basis. The parties to the agreements concluded during the organized Whip-Rounds via the Website are the Users. The Operator is not a Party to contracts concluded between Users and is not responsible for claims arising from them.
3. The Operator reserves the right to suspend access to the Website for technical or maintenance reasons whereby, if possible, the Operator will inform Users about such cases in advance and will minimize the period of unavailability of the Website associated with it.
4. The Operator is not responsible for the Actions of Users consisting of using User Accounts inconsistent with generally applicable law or these Terms of Service.
5. The Operator may enable Users to access services provided by third parties via the website. In this case, the rules for the provision of these services are determined by these entities.

XII. **ANTI-MONEY LAUNDERING OBLIGATIONS**

1. In order to ensure compliance of the Operator's operations with the provisions on counteracting money laundering and terrorist financing, the User may be obliged by the Operator to provide additional information required in accordance with the above-mentioned regulations (e.g. regarding the source of funds, reasons for performing certain money transfers), also in cases not explicitly provided for in these Terms of Service, and send statements or documents confirming such Information. The User acknowledges that in the event of failure to receive the required information, the Operator may refuse to accept contributions or their payment or take other measures, including refusal to provide any services to the user or termination of the framework agreement.

XIII. **WITHDRAWALS AND ADDITIONAL VERIFICATION OF THE ORGANIZER**

1. Before the first withdrawal from the Organizer's Virtual Account, the Organizer will be asked to make a verification transfer for the amount of PLN 1 (which he will then be able to withdraw back to his bank account) to the Organizer's Virtual Account from the bank account he owns. In the title of this transfer, the Organizer must provide a string of characters indicated under the heading "Verification transfer" in the "Verification Account" tab



in the "Transfer title" field. A verification transfer can be made only from an account maintained by a bank with its registered office in the territory of the Republic of Poland. The verification described above is also required in the case of Whip-Rounds organized for the Benefit of the Patron, regardless of the fact that payments, in this case, are made only to the Patron's Bank Account.

2. Obtaining the possibility of making withdrawals from the Organizer's Virtual Account also requires sending scans of documents indicated under the heading "Sending documents" in the tab "Account Verification". In the case of natural persons who do not run a business, it is required to send only a scan of an identity document - a valid ID card (of both parties) or, in the case of persons who do not have Polish citizenship, confirming the identity of the document referred to in Article 226 of the Act of 12 December 2013 on foreigners (Journal of Laws 2020 item 35) or passport (photo page). For the Organizers other than natural persons who are not engaged in business activity, it is additionally required to send documents showing an entry in the appropriate register, as well as the right to represent the Customer by the person setting up the user account (unless such a right results from the appropriate register) and his identity card. Additional documents may also be required depending on the type of organization for which the User Account is maintained - they will be indicated after clicking on the "Sending documents" heading. Submitted documents must be legible. It is permissible to place a note on scans/photos of identity documents: "Document valid only for the purpose of verifying the account on the zrzutka.pl" and blurring any unnecessary fields in such a way that the address of residence, citizenship, identity document number, PESEL, expiration date and name and surname are still visible. The above-mentioned obligation also applies to the Organizer of the Patronized Whip-Round.
3. During the verification of the Customer's identity, the Operator examines whether the data resulting from the verification transfer referred to in point 1 and the documents referred to in point 2 are consistent with the data indicated by the Customer in the identification form referred to in the Chapter IV point 9. For the correct verification of identity, full compliance of data is necessary - the Operator may at this stage correct only minor, obvious clerical errors made by the User when completing the identification form; however, if the verification transfer or the documents obtained result in data other than those indicated in the identification form, the User's Account will not be verified positively.
4. In the case of the Organizer, who in total, on all Whip-Rounds created from a given Account, collects PLN 50,000 or more, an automatic freeze of payments will be applied until the Organizer sends documents confirming the veracity of the purposes of his Whip-Rounds or until other circumstances are presented, on the basis of which the Operator, with due



diligence, decide to unblock further withdrawals for a given Account.

5. Independently, in the case of individual Whip-Rounds that collect PLN 20,000 or more, an automatic freeze of payments will be applied until the Organizer sends documents confirming the veracity of the purpose of his Whip-Round or until other circumstances are presented, on the basis of which the Operator, with due diligence, shall decide to unblock further payments for a given Whip-Round. Documents sent to confirm the veracity of the purpose of the Whip-Round must be documents in Polish or English (in the absence of originals in Polish or English, translations made by a sworn translator are allowed, such translations must be made into Polish). All documents sent to authenticate the purpose of the Whip-Round must be legible have visible all edges, visible signatures and stamps. In the event that sending the documents referred to above would involve revealing to the Operator a legally protected secret (e.g. the secret of preparatory proceedings, trade secrets), the Organizer is obliged to obtain on its own the consent of the administrator of this secret to disclose it to the Operator. The Operator may request the Organizer to send a legible copy of documents whose quality does not allow for their verification. Sending medical documentation requires additional consent, the withdrawal of which is possible by e-mail. Withdrawal of this consent will mean that withdrawals of the balance worth PLN 20,000 and higher from this Whip-Round (or a total of PLN 50,000 or more on various Whip-Rounds) will not be possible, and the credibility icon will be removed along with any promoted (formerly public) status of Whip-Round (without the possibility of making a refund for these premium features).
6. Similar security and verification procedures will be applied to Whip-Rounds that Users report as suspicious/likely to violate the Terms of Service or generally applicable law and may be applied, at the Operator's discretion to Whip-Rounds characterized by increased popularity (e.g. Whip-Rounds related to a natural disaster occurring at a given time on the territory of a given country), or Whip-Rounds giving rise to suspicions of violations of the Terms of Service or generally applicable law resulting from internal analysis conducted by the Operator.
7. The verification procedures specified in points 4 - 6 above may also be used to confirm the credibility of the cost estimate presented by the Organizer of the Whip-Round included in the description of the Whip-Round in accordance with Chapter VI point 8 of the Terms of Service. In this case, the Organizer may be asked to send documents confirming the amounts indicated in it, such as valuations or cost estimates prepared by a third party, contracts or proforma invoices.
8. Until the obligations indicated in this chapter are met, contributions will not be transferred to the Organizer's Bank Account.



9. If the Organizer fails to meet the obligations set out in this chapter within 14 days, the Operator reserves the right to discontinue the Whip-Round and refund the Paid Contributions to the Supporters.
10. If the documentation submitted by the Organizer does not dispel the above-mentioned doubts, the Operator reserves the right to discontinue the Whip-Round and refund the Contributions paid to the Supporters.
11. If the Organizer does not submit the required documentation or the documentation submitted by the Organizer does not dispel the above-mentioned doubts, the Operator also reserves the right to block and delete the Organizer's account, terminate the remaining Whip-Rounds organized by him (for refunds to the Supporters, or, if such Whip-Rounds are verified positively and do not raise further doubts, for the payment of the so far collected on their amount to the Organizer's bank account), as well as taking actions preventing the creation of further accounts for the User's personal data.
12. If the Operator does not accept the documents listed in Chapter XIII point 4 or 5 within 14 days for formal reasons (failure to comply with the obligations under the Terms of Service), these documents will be automatically deleted, and thus in order to verify the Account, they will have to be sent again.
13. For Whip-Rounds, whose Organizer will send documentation confirming the veracity of the description of the Whip-Round, after its verification by the Operator's employees, in the Whip-Rounds view, the Operator may add information "The organizer sent documents confirming the veracity of the description of the Whip-Round."
14. The veracity and reliability of documents sent by the Organizers as part of the verification procedures described above may, in cases raising doubts, be verified by the Operator at entities that appear on such documents as their issuer. The user consents to the disclosure of the data contained in these documents to these entities.
15. If the account number assigned to the User's Account as a result of the verification transfer described in Chapter XIII point 1 changes (e.g. as a result of closing the bank account), this fact should be reported to info@zrzutka.pl. After reporting this fact, instructions will be sent to change the Organizer's Bank Account assigned to the Organizer. This is important for the correct execution of withdrawals. Subject to Chapter XIII point 21, withdrawals are made to the account number assigned to the User's Account as a result of a verification transfer. In the absence of an appropriate application and payment by the Organizer of contributions to the outdated Bank Account of the Organizer, the Operator is not responsible for such a condition. It is not permissible to change the bank account number to an account belonging to a person other than a previously verified account or to change the account due to



making a bailiff's attachment or attachment in administrative enforcement on the account provided so far by the Organizer. If the Operator becomes aware of such a reason for changing the bank account, the Operator refuses to change it.

16. In the case of a User Account of a person other than a natural person (e.g. company profile, foundation), it is required to send an authorization to the person managing the Account, signed by all managing persons in accordance with the provisions contained in the National Court Register / company documents.
17. The Operator may also request other information and documents from the User, as well as re-verification of the User, if it is required by the legal provisions applicable to the Operator, including in particular on the prevention of money laundering and terrorist financing.
18. In the case of Whip-Rounds in which the Organizer has already made withdrawals from the Organizer's Virtual Account, the Operator, regardless of the other verification procedures described above, may request from the Organizer documents confirming the spending of the funds obtained for the purpose indicated in the description of the Whip-Round (e.g. transfer confirmations). In the event that the Operator has reasonable doubts as to whether the funds are spent on the purpose indicated in the description of the Whip-Round, it may apply a temporary freeze of the possibility of making further payments from the Organizer's Virtual Account until these doubts are clarified, and in the event of failure by the Organizer to present the requested documents - apply procedures analogous to those in Chapter XIII points 9 - 12 of the Terms of Service.
19. In the event of the Organizer's death or other circumstance excluding the possibility of withdrawing funds from the Organizer's Virtual Account by the Organizer (e.g. in the event of the Organizer's bankruptcy), the Operator shall not make payments from the Organizer's Virtual Account until the decisions or rulings of the competent authorities submitted to the Operator have been verified, which will result in the possibility of withdrawing funds from the Organizer's Virtual Account to the Organizer or a third party (e.g. decision of the prosecutor, notarial deed confirming inheritance, court decision).
20. In the event that after the death of the Organizer there are several heirs entitled to inherit from him, they may appoint from among themselves one person responsible for managing the User Account of the deceased Organizer, submitting to the Operator a statement signed by all heirs, in which they indicate the heir authorized to manage the User Account and attaching their identity cards. The designated heir must undergo the verification procedure referred to in points 1 and 2 of this chapter, after which he enters the legal situation of the Organizer and gains access to his User Panel. Settlement of payments made by the designated heir between the heirs of the deceased Organizer should then be determined



by the heirs. In the event of disagreement between the heirs as to the appointment of an heir responsible for managing the User Account of the deceased Organizer, this account remains blocked, and the payment of any funds accumulated on the Virtual Payment Accounts of the deceased Organizer will take place after the Operator receives a document indicating their amounts (inheritance division), after which the User Account of the deceased Organizer is closed.

21. Withdrawals from the Organizer's Virtual Account are made to the bank account used for the verification referred to in the Chapter XIII point
I. Alternatively, the Organizer who has a VISA payment card may link it to the User's Account and order withdrawals to the bank account for which the card was issued. To assign a card to the User's Account, select 'Withdraw to VISA' when selecting your withdrawal method and then follow the on-screen instructions. Assigning the card to the User Account requires indicating its full data and verification consisting in charging the card with a small amount automatically refunded to its account after the verification. The owner of the account for which the card assigned to the account is issued must be the Organizer - using someone else's card may result in the rejection of verification. After assigning the card to the User's Account - for subsequent withdrawals - the Organizer will have the opportunity to choose between a withdrawal to the bank account used for the verification referred to in Chapter XIII point I, or on account of such a card. The Organizer may at any time change the card assigned to his User Account; however, each time it must be a card kept for the account he is the owner, and such a change may not be made more than 3 times within 30 days. Only one card may be assigned to the User Account at a time.
22. Assigning a payment card to the User Account does not replace the verification referred to in Chapter XIII point I. The final acceptance of the card is made by the pay operator PayU S.A. and it depends on it whether withdrawals to the account associated with a given Visa card will be possible or not.
23. Withdrawals made to payment cards assigned to your Account may be subject to limits on the amount or number of transactions in a given period imposed by payment organizations (e.g. VISA). These limits are independent of the Operator and may be modified by these organizations at any time; therefore, the Operator is not responsible for non-execution (rejection) of transactions related to the Organizer exceeding such limits. In this case, however, the Organizer still has the option of making a withdrawal to the bank account assigned to his User Account.
24. By way of exception to the provisions contained in point 21, Operator - in exceptional cases, in particular when collected



as part of the Whip-Round, the amount is significant, or its Beneficiary requires immediate assistance - he may agree to pay out the funds accumulated on the Whip-Round directly to the bank account kept for the Beneficiary. The decision on the possibility of making payments to such an account is made by the Operator independently at the Request of the Organizer - in order to determine whether it will be possible to make such payments, please contact the Operator's Customer Service Department by sending an e-mail from the address assigned to the Organizer's User Account to the address info@zrzutka.pl. In the event that the Operator agrees to make such withdrawals, the Organizer will receive instructions on how to proceed in order to perform them. Withdrawals are then made by the Operator after verifying the Beneficiary's bank account, on the basis of a payment order from the Organizer, submitted in documentary form. The Operator - in the case of making withdrawals in the manner indicated in this point - is not responsible for the incorrect execution of the payment order resulting from the provision of incorrect or untrue data by the Organizer. The possibility of making payments to the Beneficiary's account applies only to Whip-Rounds, the veracity of which has been verified by relevant documents.

XIV. **CONDITIONS FOR REFUNDS AND FEES FOR REFUNDS**

- I. Contributions may be refunded to Supporters in the following cases:
 - a) The Supporter may submit a request directly to the Organizer for the refund of his Contribution; The Organizer may refund the Contribution after the end of the Whip-Round or during its duration at its own discretion or in accordance with the content of the Agreement;
 - b) The Organizer may decide to refund the Contributions to the Supporters;
 - c) The Operator may refund the Contributions to the Supporters if the need for reimbursement results from the decision of the Organizer's heirs or the decision of the relevant authorities, e.g. the prosecutor or a court decision;
 - d) in the event of blocking the Virtual Account or stopping the Whip-Round in accordance with the Terms of Service, in which case the Operator also reserves the right to make other decisions (e.g. depending on the decision of the relevant authorities);
 - e) in the event that the Organizer, after completing the identification form, does not proceed to the identity verification process (does not send the verification transfer and documents referred to in Chapter XIII points 1 and 2) within 30 days from the moment of obtaining the possibility of accepting Contributions from Supporters for their Whip-Rounds.



2. Refund of Contributions in the cases indicated in paragraph 1 letters a) and b) is possible up to 3 years after their payment to the Virtual Account of the Organizer. Only for payments made by BLIK, this period is up to 12 months from the date of payment.
3. In the cases referred to in paragraph 1 letters.c) and d) above, in a situation where the Organizer has previously paid out part of the funds from the Virtual Whip-Round Account, the Operator shall refund the remaining amount to the Supporters. The Operator makes refunds starting with the Supporters who made the last deposits (i.e. from the latest deposits). If in the course of making refunds, it appears that the amount remaining in the account of the Whip-Round is less than the amount contributed by the Supporters to whom, in the order of refunds, a refund is due, the Operator shall pass to the next Supporters to whom the remaining amount is sufficient to make a refund, until the funds remaining in the Virtual Whip-Round Account are finally exhausted. In the event that, after applying the above solutions, the amount remaining on the Organizer's Virtual Account is insufficient to make a full refund to any of the Supporters, the Operator refunds to the first in the order indicated above to the Supporter the payment up to the remaining balance of the Virtual Payment Account.
4. In the situations referred to in paragraphs 1(a) and (b) above, a fee shall be charged in accordance with the Table of Fees and Commissions. The fee is charged to the Organizer. The fee may be charged from the funds on the Organizer's Virtual Account. The Operator does not make a refund if the funds available on the Organizer's Virtual Account are not sufficient to make refunds and cover the above-mentioned Operator fees. In the situations referred to in paragraph 1 letters .c) - e), and in the event that the Whip-Round was blocked by the Operator after obtaining information about the death of the beneficiary in accordance with Chapter VI point 12, Refunds are free of charge.
5. Subject to point 6, refunds of Contributions transferred to the Organizer's Virtual Account are treated as the Organizer's Payment Order and are executed within the deadlines resulting from Annex 3 to the Terms of Service (Framework Agreement) point 4.
6. Refunds of Contributions originally transferred via an external provider – the PayU service are not treated as a Payment Order executed by the Operator and are carried out by PayU in accordance with the rules and deadlines applicable in PayU.
7. If the Operator or the Organizer decides to refund contributions originally transferred otherwise than via PayU, refunds are possible only in Polish zlotys to a bank account maintained on the territory of the Republic of Poland. The Operator takes steps to determine the bank account number kept in the Republic of Poland, to which the refund should be made.
8. Refunds are not possible for payments made via Poczta Polska, Blue Media and other payment intermediaries who do not



provide the Operator with bank account numbers of persons supporting Whip-Rounds through these channels - if the Organizer wants to make such refunds, he must contact the payers and obtain data for refund, and then make refunds outside the Operator's system.

9. In the event that the Organizer makes a refund of the payment specified in point 8, which will result in the fact that such a transaction will not take place, and the amount of the refund will be transferred back to the Operator by the payment intermediary at this point indicated, the Operator shall, within 1 business day from the moment of receiving back the amount of the unsuccessful refund, transfer the amount that was attempted in this way to refund to the Organizer's Virtual Account kept for the same Whip-Round, from which the refund was made. Re-execution of the refund of the amount transferred in this way to the Organizer's Virtual Account is impossible, and the Organizer - in the event of further desire to make a refund to the Supporter - should contact him individually and obtain data for the refund, and then make it outside the Operator's system.
10. In the event that the Organizer referred to in point 9, in the time between the execution of the refund and the receipt of the amount of the unsuccessful refund back to the Operator's account, closes the User Account - which will result in the inability to transfer this amount in accordance with point 9 to the Virtual Account of the Organizer maintained for him, the Operator - within 3 working days from the moment the amount of the unsuccessful refund is credited to his account - calls the Organizer by an e-mail to indicate the bank account to which these funds are to be withdrawn. The Operator shall refund the amount of the unsuccessful refund to such an account within 1 business day from the moment of its indication by the Organizer.
11. The Operator does not charge an additional commission or fee for transferring the amount to the Organizer's account in the cases described in points 9 - 10. However, suppose a commission has been charged on the refunds themselves in the situation specified in point 4. In that case, the Operator transfers the amount of the unsuccessful refund back to the Organizer with the deduction of such a commission (the commission collected is not refundable).
12. The possibility of making refunds is not available to the Organizers who have not completed the identity verification process described in Chapter XIII, points 1 and 2. The Organizers also block the possibility of making refunds in situations where any freeze is imposed on the User's Account in connection with violations of the Terms of Service or generally applicable law.
13. Persons to whom the Organizer has ordered refunds, who are residents of a country other than Poland, bear all external costs of refunds, i.e. among others, the costs of intermediary banks / correspondents and the costs of their bank. Refunds are always made in EURO, and all costs related to currency conversion and exchange rate differences are always charged to the beneficiary of the refund, i.e. a supporter to whom the Organizer has ordered a refund.



XV. **TERMINATION OF THE CONTRACT FOR THE PROVISION OF ELECTRONIC SERVICES**

1. The contract for the provision of Services is concluded for an indefinite period from the moment of completion of the identity verification process referred to in Chapter XIII points 1 - 2 of the Terms of Service. After completing the identification form referred to in Chapter IV point 9, a conditional agreement is concluded to a limited extent (without providing the User with the possibility of ordering withdrawals to the Organizer's Bank Account), which is terminated if the User, within 30 days from the moment of providing him with the possibility of accepting Contributions to the Whip-Rounds created by him, does not proceed to the identity verification process.
2. The User may at any time terminate the contract for the provision of Services by deleting the User Account.
3. The Operator reserves the right to terminate the contract for the provision of Services with immediate effect and delete the Account of the User using the Website in a manner contrary to the law or the provisions of the Terms of Service. The Operator is also entitled to suspend the provision of Services or block access to the User's Account for the time necessary to clarify circumstances indicating the likelihood of the User's action contrary to the law or the Terms of Service. The above provision does not apply to suspending the provision of payment services and blocking access to the Account, to which the provisions of Appendix No. 3 apply.
4. The Operator may refuse to provide the Services and delete the User's Account if it was re-established after the Termination of the Contract by the Operator or the Removal of the User Account from the Website as a result of the User's violation of the law or the provisions of the Terms of Service.
5. Any payments recorded after the deletion of the User Account or the Whip-Round will be automatically refunded to the Supporters. Note – after the end of the Whip-Round, payments are still possible - they are only prevented by disabling or deleting the Whip-Round mentioned in the previous sentence. The following exceptions and additional rules apply to refunds of payments posted after deleting the User Account or the Whip-Round:
 - a. Refunds for payments made otherwise than in Polish zlotys from a bank account maintained on the territory of the Republic of Poland and refunds for payments made via Poczta Polska, Blue Media and other payment intermediaries who do not provide the Operator with bank account numbers of persons supporting Whip-Rounds through these channels will not be automatically implemented - such amounts will be subject to the procedure described below:
 - for a situation in which the Whip-Round is deleted (but the User Account is still active), the Operator transfers such as indicated in subsection a,



the amount paid into the Organizer's Virtual Account kept for this deleted Whip-Round, and such amount will not be subject to the automatic refund procedure - the Organizer may withdraw such an amount from the deleted Whip-Round;

- for a situation in which the User's Account is deleted, the Operator within 3 business days from the moment of receipt of the amount indicated in subsection a. on his account calls the Organizer by e-mail to indicate the bank account to which these funds are to be withdrawn. The Operator shall refund the said amount to such an account within 1 working day from the moment of its indication by the Organizer;

b. In the event that the Operator, as a result of not excluding a given payment intermediary in the rules governing automatic refunds, performs an automatic refund of the payment specified in point 5 of subsection a, which will result in the fact that such a transaction will not take place, and the amount of the refund will be transferred back to the Operator by the payment intermediary at this point indicated, the Operator:

- for a situation in which the Whip-Round is deleted (but the User's Account is still active), the Operator within 1 business day from the moment of receiving back the amount of the unsuccessful refund, transfers the amount that was attempted in this way to be refunded to the Organizer's Virtual Account kept for the same Whip-Round from which the refund was made and such amount will not be subject to further automatic refund procedure and will be subject to the rules indicated in the Chapter XIV point 9;

- for a situation in which the User's Account is deleted, the Operator within 3 business days from the moment of receipt of the amount of the unsuccessful refund on his account - calls on the Organizer by e-mail to indicate the bank account to which these funds are to be withdrawn. The Operator shall refund to such an account the amount of the unsuccessful refund within 1 business day from the moment of its indication by the Organizer;

c. The Operator does not charge an additional commission or fee for transferring the amount to the Organizer's account in the cases described in point 5.

XVI. COMPLAINTS

1. The User may submit a complaint if the services provided in these Terms of Service are not provided or are carried out by the Operator on the Website contrary to its provisions.
2. The complaint should be sent to the contact address 53-015 Wrocław Karkonoska 59 with the note "zrzutka.pl" or e-mail address: info@zrzutka.pl.
3. The response to the complaint will be sent to the User's e-mail address provided during Registration, assigned to the User Account or provided in the submitted complaint within 14 days of receipt of a properly sent complaint or in writing to the address indicated in the complaint.



4. The Operator reserves the right to extend the period indicated in point 3 (previous) in the event that the recognition of the complaint will be particularly difficult or will require special messages, as well as when it encounters other obstacles independent of the Operator. The Operator also stipulates that consideration of the complaint may require additional explanations from the User. The time of providing explanations by the User each time extends the period of consideration of the complaint.
5. By submitting a complaint via e-mail, the User agrees to send a response to the complaint by the Operator also in this form.
6. The Operator reserves the right not to consider complaints the subject of which is the Organizer's liability arising in connection with the failure to fulfill the Organizer's obligations towards the Supporters in exchange for the Received Contributions for the implementation of the Project.
7. Detailed information on the procedure for submitting and considering complaints about payments made via the PayU gateway is provided by PayU in a model agreement available on the PayU website intended for submitting payment orders ("PayU Agreement"), and is also made available in writing at the PayU headquarters and in PayU organizational units providing customer service. PayU will consider complaints regarding payments made via this payment channel in accordance with the rules set out in the PayU Agreement. The User may on their own submit a complaint about payment orders in PayU. The Operator may mediate in the complaint process by completing all necessary formalities on behalf of the User while being entitled to request the User to provide PayU with all the information necessary under the PayU Agreement.
8. Complaints regarding payment orders made by a simple transfer directly to the individual account number of the selected Whip-Round may be submitted to the Operator or directly to the operator servicing the bank account of the BgŻ BNP Paribas S.A. Operator with its registered office in Warsaw. Complaints received by the Operator will be forwarded by the Operator to BGŻ BNP Paribas S.A., which will consider the complaint in accordance with its own procedures.

XVII. **COPYRIGHT**

1. The name of the Website, its method of operation, graphic appearance, software, page code and database are subject to legal protection as a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2021, item 1062.).



XVIII. **TERMINATION OF SERVICES**

1. In the event of termination of the provision of Services, the Operator notifies users about it and indicates restrictions in the provision of Services. From that moment, the Operator does not open new Whip-Rounds and allows the completion of open Whip-Rounds within the time limit specified in the conditions of a given Whip-Round. Funds paid for a given Whip-Round are transferred to Users in accordance with the Terms of Service.
2. The Operator notifies the Customer, by means of a message displayed on the Website, about the possibility for the Customer to download a statement regarding data on Payment Transactions ordered from the Organizer's Virtual Account before the date indicated in the message.
3. In the event of termination of the provision of services, the Operator does not register new Users. After the end of the last Whip-Round, the Operator terminates the contracts of the Users.
4. After the completion of active Dumps, funds from all Dumps are withdrawn to the Organizers' Bank Accounts. In the case of unverified profiles, information will be sent to such Users with a collected balance about the need to verify. In the absence of verification, the funds are deposited with the court deposit.

XIX. **FINAL PROVISIONS**

1. These Terms of Service are subject to Polish law.
2. The Operator - Zrzutka.pl sp. z o.o. - acts as a national payment institution, entered into the Register of Payment Services of the PFSA under the number IP48/2019, on the basis of the permit of 14 October 2019 issued by the Polish Financial Supervision Authority and is subject to the supervision of the PFSA in the scope of payment services provided by it.
3. The Operator reserves the right to unilaterally introduce changes to these Regulations for important reasons, which include changes in legal regulations and economic factors such as changes in the scope of goods and services offered, as well as when the obligation to change it results from a final court decision or decision of a public authority, subject to the provisions of Annex 3 to the Terms of Service (Framework Agreement) point 14.
4. The Operator will notify Users about the change of the Terms of Service by e-mail to the e-mail address provided during registration on the Website. Within 7 days from the date of receipt of information about the amendment to the Terms of Service, the User may submit a statement of disagreement with the amended content of the Terms of Service in relation to him – such a statement will be treated as a termination by the User of the legal relationship that is the basis for the provision of Services.
5. Any changes are effective from the date indicated in the amended



Terms of Service, which may not, however, fall earlier than the date of publication of the amended Terms of Service.

6. These Terms of Service are effective from 1 December 2021.
7. If in the current month the User does not declare his willingness to receive invoices by completing (in the "invoices" tab in my account) the data necessary to issue a VAT invoice, the invoice for this month will not be able to be issued at the beginning of the next month. In this case, it will be possible to receive a VAT invoice only in the next month.

APPENDIX NO. I - TABLE OF FEES AND COMMISSIONS

Creating and using an account on zrzutka.pl is **100% FREE for everyone!**

Zero fees!

Organizer - you do not incur any fees or commissions for organizing Whip-Rounds and withdrawing funds (except for express withdrawals and refunds). You can withdraw the collected amounts at any time to your own bank account.

Supporter - you can support Whip-Rounds without incurring any fees!

Free services

User	Basic function	Implementation time	Cost
Organizer	organizing a Whip-Round	Right away	0 PLN
	withdrawal from the Whip-Round*	up to 1 working day	
Participant	payment to the Whip-Round by ordinary transfer	up to 2 working days	
	instant payment to Whip-Round through PayU *	up to a minute	

* in the deposit and withdrawal process, we have added the option to make a donation to zrzutka.pl - if you do not want to donate it, do not check the checkbox for transferring support for the Whip-Round, and when we remind you of the donation by highlighting the appropriate section - select "No thanks".

How do we make a living? From the donations that the contributors, if they wish, can give us at the payment, and the organizer of the Whip-Round at the payment.



Fees for premium services

Our basic services are completely free, but we charge for various options for promoting and improving Whip-Rounds. You can, but you don't have to use them.

User	Premium feature	Implementation time	Cost
Organizer	express payout**	up to 5 minutes	1.5 PLN for every 1000 PLN
	user-friendly link (so-called alias)	immediately	5 PLN / 7 days, 10 PLN / 14 days, 15 PLN / 30 days
	display in the list of promoted Whip-Rounds***	up to 24h	18 PLN / 7 days, 36 PLN / 14 days, 54 PLN / 30 days
	special mention of the promoted Whip-Round on the list****	immediately	33 PLN / 7 days, 66 PLN / 14 days, 99 PLN / 30 days
	basic package: user-friendly link, display in the list of promoted Whip-Round, a special highlight of the public Whip-Round in the list****	immediately	36 PLN / 7 days, 72 PLN / 14 days, 108 PLN / 30 days

** Express withdrawals are possible on certain days and times for users with accounts in specific banks - [readmore](#) - or on payment cards connected to the user's profile as a 'withdrawal card'. For Organizers from a country other than Poland, all withdrawals are made as soon as possible (usually within a few minutes) to payment cards connected as withdrawal cards, and the so-called 'express withdrawals' option is not available to them.

The distinction is only available with the status "promoted" (formerly "public"). Promoted (previously public) Status of Whip-Rounds can only be set for Whip-Round organized by people who have submitted an identification form and have gone through the identity verification process described in Chapter XIII point I of the Terms of Service.

Before accepting an ad or promoted (previously public) status of a Whip-Round, you will be required to submit documents proving the credibility of the Whip-Round. If they are not presented, the Whip-Round's promoted (formerly public) status may be rejected.

Refund fees

The fee for one refund transaction is PLN 0.5.



ALL AMOUNTS QUOTED ARE GROSS AMOUNTS.

APPENDIX NO. 2 - THE TERMS OF SERVICE OF RECURRING PAYMENTS

- I. Additional definitions: Patron means a Supporter who decides to support the Organizer and/or the Operator on a regular basis.
- II. As part of the Website, the Patron may choose one or more Organizers and decide on the willingness to support their activities through cyclical, e.g. monthly transfer of funds for their activities.
- III. As part of the Website, the Patron may decide on the willingness to support the Operator's activity through cyclical, e.g. monthly transfer of funds to its activities.
- IV. The support provided by the Patron to the Organizer and/or the Operator is repetitive. By choosing a specific amount, the Patron undertakes to support the Organizer and/or the Operator on a cyclical, monthly (or other – depending on the period chosen by the Patron).
- V. The possibility of providing cyclical support is available ONLY to Supporters (Patrons) registered on the Website – this is related to the need to enable Patrons to resign from providing cyclical support, and such resignation is possible in the Patron's User Account on the Website.
- VI. By concluding an agreement with the Organizer and/or the Operator and selecting a specific amount, the Patron agrees to cyclical (on a specific day of each calendar month or on certain days of the calendar month) collection by an external operator (PayU S.A.) from the payment card of the amount of money corresponding to the amount of support (debiting the payment card). Depending on the choice of the Patron, the support will be collected by PayU S.A. on the day(s) specified by the Patron on the day(s) specified by the Patron.
- VII. The Patron's card data will be stored by PayU S.A. PayU, mediating in making the payment, provides the Token tool (virtual card identifiers), enabling the assignment of a unique identifier to the individual Patron, with the help of which the Patron periodically makes payments to the Organizer and / or the Operator.
- VIII. The Patron may make the decision to periodically support the Organizer and / or the Operator in correctly designated, separate fields available on the screens of views of payments on the Organizers' Whip-Rounds.
- IX. The possibility of enabling recurring payments to Whip-Round is available only to the Organizers who have undergone full identity verification described in Chapter XIII, points 1 and 2 of the Terms of Service.
- X. The Patron may at any time resign from transferring recurring payments to the Organizer and / or the Operator by logging in to his User Account and entering the 'Settings' tab -> 'Payments'



cyclical', and then selecting the recurring support that you want to cancel.

- XI. Recurring support will be active only for active Whip-Rounds. For Whip-Rounds blocked by the Operator, disabled by the Organizer, removed by the Organizer or in any way limited by the Operator or the Organizer, cyclical support will be interrupted. Cyclical support, which will not be performed as a result of the lack of funds on the Patron's payment card (or for other reasons), will not be repeated in a given period, and another attempt to charge the card (download cyclical support) will be made only in the next settlement period (this means that if the Patron has defined, for example, weekly support, then in a given week the support will not be transferred to the selected Whip-Round, and the next attempt to pass it on will take place only in the next week).
- XII. Recurring payments are handled by PayU S.A., and the Operator only allows you to declare recurring payments from the Level of the User Account. The agreement on the implementation of recurring payments is concluded between the Supporter and PayU. S.A. All complaints in this respect will be considered in accordance with Chapter XVI point 7 of the Terms of Service.

APPENDIX NO. 3 - FRAMEWORK AGREEMENT

FRAMEWORK CONTRACT FOR PAYMENT SERVICES

- I. RULES FOR CONCLUDING A FRAMEWORK AGREEMENT
 - i. The Framework Agreement between the Operator and the Customer is concluded upon fulfilment of the last of the following conditions:
 - a. completion of the procedure of full registration and identification, in accordance with Chapter IV of the Terms of Service,
 - b. acceptance by the Customer of the Terms of Service,
 - c. positive verification of the Customer's identity in accordance with the requirements of anti-money laundering and countering the financing of terrorism regulations.
 - ii. The contract is concluded for an indefinite period.
 - iii. After completing the identification form referred to in Chapter IV point 9 of the Terms of Service, a conditional Framework Agreement is concluded, on the basis of which the Operator provides the Customer with the service indicated in point 2 i. a). This agreement is terminated if, within 30 days of its conclusion, verification of the Customer's identity is not carried out in accordance with the requirements of anti-money laundering and countering the financing of terrorism regulations. In the case of positive verification of the Customer's identity during this period, the Agreement is considered to have been concluded in full. The Operator begins to provide the Customer with the services indicated in points 2 and b) - e).
 - iv. During the term of the Framework Agreement, the Customer has the right to request



at any time that the provisions of the Framework Agreement and the information referred to in Article 27 of the UUP shall be made available to him in paper form or by sending them to the Customer's e-mail address.

- v. The Customer acknowledges that the use of the Website to the extent that it allows the execution of Payment Transactions may require the use of authentication procedures, including strong authentication of the Customer.

II. RULES FOR THE EXECUTION OF PAYMENT TRANSACTIONS

- i. The Operator provides the following payment services to Customers:
 - a. Maintaining a payment account in the form of a Virtual Account of the Organizer;
 - b. Execution of a transfer order: in the form of payment to the Organizer's Bank Account ;
 - c. Execution of the transfer order: in the form of payment to the Patron's Bank Account;
 - d. Execution of a transfer order: in the form of refunds to The Supporting Accounts.
 - e. Execution of a transfer order: in the form of a withdrawal to a bank account maintained for a payment card assigned to the Organizer's User Account ;
 - f. Execution of the transfer order: in the form of payment to the Beneficiary's bank account (in the situations specified in Chapter XIII point 24 of the Terms of Service).
 - g. Issuing a payment instrument in the form of functionalities of the Website and the Mobile Application enabling the submission of Payment Orders.
- ii. A Payment Order may be submitted by the Customer only via the Website and the Mobile Application, except for the situations specified in the Terms of Service, where the Operator accepts Payment Orders submitted in documentary form.
- iii. The Customer's funds available on the Organizer's Virtual Account are not subject to interest.
- iv. The funds available on the Organizer's Virtual Account are used only for the execution of the Customer's Payment Orders and must be distributed by the Customer: a) for withdrawal to the Organizer's Bank Account, b) for the refund of Contributions by the Organizer to the Supporters, c) for payment to the Patron's Bank Account, d) for payment to the bank account maintained for the payment card assigned to the Organizer's User Account or e) for payment to the Beneficiary's bank account (in the situations specified in Chapter XIII point 24 of the Terms of Service).
- v. In order to execute a Payment Order, it is necessary to provide by



The Customer's unique identifier of the recipient, i.e. the bank account number to which the Operator will transfer the Contributions paid by the Supporters.

- vi. For the correct implementation of the transfer of funds, any additional information contained in the Payment Order submitted by the Customer (other than the account number) will not be relevant. The Operator is not responsible for authorized Payment Orders in the event of intentional or unintentional incorrect provision of a bank account number by the User. However, the Operator will take action to recover the amount of the Payment Transaction made using an incorrect bank account number, in accordance with the UUP.
 - vii. Payment Transactions not covered by the value of funds accumulated on the Organizer's Virtual Account will not be executed.
 - viii. In order to submit a Payment Order, it is necessary to select the appropriate windows available in the User Account.
 - ix. Authorization of the Payment Transaction by the Customer takes place by selecting the "withdraw" option. Selecting the "withdraw" option will execute the Payment Transaction. In addition, creating a trusted recipient, making refunds from Whip-Rounds by the Organizer, access to the verification tab at the stage of verification by transfer, access to the screen with the history of withdrawals made by the Customer (if it is used for the first time or if it is to include a withdrawal history older than 90 days or if more than 90 days have passed since the Customer last gained access to information about withdrawal history or 90 days have passed since the last application of strong authentication) requires by the Customer of the Authentication Code sent to the e-mail address or to his mobile phone number (if he provided this number) assigned to the User Account. Until the Customer provides the Authentication Code, the Payment Transaction or the service referred to in the previous sentence is not performed.
 - x. Payment Transactions are performed by the Operator free of charge, subject to the express withdrawal service and the fee for refunds of Contributions by the Customer - the Organizer, referred to in the Table of Fees and Commissions.
 - xi. The Operator executes Payment Transactions only in Polish zlotys.
 - xii. The maximum amount of a one-off payment is PLN 10,000. The Customer may additionally set daily or one-off limits on withdrawals from the Account.
- III. TRANSACTION AUTHORIZATION – STRONG AUTHENTICATION POLICIES
- i. If strong authentication is required to place a Payment Order, it shall be based on the use of at least two elements belonging to the categories "knowledge", "possession", and "customer characteristics" and shall lead to the generation of an Authentication Code.
 - ii. The Authentication Code is valid for 5 minutes from the moment of its



generation.

- iii. The first login in the Mobile Application requires entering the Login, Password and setting the PIN Code. Subsequent logins within the following 30 days require a PIN or fingerprint verification. After this period, logging in requires entering the Login and Password as well as the PIN Code again.
- iv. After 5 unsuccessful authentication attempts using the Password, Login and Authentication Code, the possibility of authentication is blocked for 30 seconds. After 10 unsuccessful attempts, the ability to authenticate is blocked for 30 minutes.
- v. The maximum idle time of the Customer after his authentication for the purpose of access to the Organizer's Virtual Account is 5 minutes. After this time, inactive sessions are automatically closed.
- vi. The Operator ensures the deactivation of the Login and Password along with the termination of the Framework Agreement, as well as the cancellation of the Authentication Codes in accordance with point ii above. The Operator shall ensure the deactivation of information related to this data, stored in the Operator's systems and databases, after the termination of the Framework Agreement.

IV. DEADLINE FOR EXECUTION OF THE PAYMENT TRANSACTION

- i. Execution of the Payment Transaction begins on the Business Day on which the Operator received the Payment Order from the Customer. The moment of receipt of the Payment Order by the Operator is considered to be the moment of authorization of the Payment Order.
- ii. If the moment of receipt of the Payment Order does not fall on the Business Day, it is considered that the Payment Order was received on the next Business Day.
- iii. The Customer may not revoke the Payment Order from the moment of authorization of the Payment Transaction via the User Account.
- iv. The Operator executes the Payment Transaction by the end of the next Business Day after receipt of the Payment Order or after the date indicated in point ii.
- v. For an additional fee, indicated in the Table of Fees and Commissions, the Operator allows Customers to execute the Payment Transaction in a shorter period than indicated in point iv. Express withdrawals are possible on certain days and times for Customers who have the Organizer's Bank Account in the banks indicated <https://zrzutka.pl/blog/61/ekspresowe-wyplaty-na-zrzutka-pl>.

V. INFORMATION OBLIGATIONS

- i. Before concluding the Framework Agreement, the Operator provides the Customer who is a consumer, in good time, in electronic form, with a document regarding the fees charged for the fees provided in connection with the maintenance of the Organizer's Virtual Account, in order to enable the Customer who is a consumer



comparison of offers of providers maintaining payment accounts. This document contains a list of payment services provided by the Operator along with the associated fee rates.

- ii. Before concluding the Framework Agreement, the Customer receives from the Operator in the form of the Terms of Service a set of information specified in the UUP to the Customer's e-mail address, indicated in the registration process; in such a case, the Customer is immediately sent an e-mail containing the information required by UUP before the conclusion of the Agreement.
- iii. During the term of the Framework Agreement, the Operator provides the Customer, in electronic form on the Website, with information about the Organizer's Virtual Account and the Customer's Payment Transactions executed on the basis of Payment Orders.
- iv. At the Customer's request, before executing the Payment Transaction, the Operator provides the Customer with information on the maximum period of its execution and fees and commissions due from the Customer together with the specified amounts.
- v. During the term of the Framework Agreement, the Customer has the right to request at any time that the provisions of the Framework Agreement be made available to him in paper form or by sending an electronic version of the Framework Agreement to the e-mail address.
- vi. After receiving the payment to the Organizer's Virtual Account and after completing the Payment Transaction, the Operator provides the Customer with the following information:
 - a. identifying the Payment Transaction and the payer or payee;
 - b. indicating the amount of the Payment Transaction;
 - c. the amount of any fees and charges for the Payment Transaction;
 - d. specifying the date of receipt of the Payment Order.
- vii. After logging in to the User's Account, the Customer has the opportunity to verify the status of the Payment Transaction and the balance of the Virtual Account of the User at any time, subject to cases of lack of access to the User Account due to technical work planned in advance.
- viii. Confirmation of the Payment Transaction is issued in electronic form and made available on the Website.
- ix. At any time, the Customer has access to the information referred to in points I ii and vi-viii through a screen with the history of withdrawals made from his Virtual Organizer Account.
- x. The Company provides the Customer, who is a consumer, free of charge, at least once a calendar year, with a statement of fees for payment services related to the Organizer's Virtual Account collected during the period covered by the statement. The statement of fees is sent to the Customer by the Operator in an e-mail to the postal address



electronic Customer. At the request of the Customer, who is a consumer, the Operator provides a statement of fees in paper form.

VI. REFUSAL TO EXECUTE A PAYMENT TRANSACTION

- i. The Operator may refuse to execute the Customer's authorized Payment Order if:
 - a. it does not meet the requirements set out in the Framework Agreement;
 - b. where the possibility or obligation to refuse arises from separate provisions including money laundering and terrorist financing legislation and rules establishing international sanctions ;
 - c. the amount of funds at the Customer's disposal does not allow to cover the amount of the Payment Order, in particular due to the lack of funds on the Organizer's Virtual Account, blocking the Organizer's Virtual Account or its seizure by the enforcement authority;
 - d. documents, data or information provided or made available by the Customer in connection with the registration and use of the User Account will prove to be invalid or falsified, will expire, will be reserved or the Customer has used documents, data or information concerning third parties without authorization.
- ii. The Operator notifies the Customer about the refusal to execute the Payment Order via the User Account. Where possible and not prohibited by law, the information provided shall also include the reasons for refusal and the procedure for correcting the errors that caused the refusal. The Operator does not charge a fee for notification of refusal.
- iii. The Customer acknowledges that the Operator may disclose any violation of applicable law or reasonable suspicions of such a violation to appropriate state authorities, including law enforcement authorities.
- iv. The Operator shall not be liable for unrealized Payment Transactions, cases of suspension of the Payment Transaction or freeze of the Operator's Virtual Account, if these activities were performed in order to fulfill obligations under the law, including provisions in the field of money laundering and terrorist financing or the implementation of the GILF decision.

VII. COMPLAINTS ABOUT PAYMENT SERVICES

- i. The User may submit a complaint:
 - a. in writing - in person, at the Company's registered office, or by post sent to the address of the Company's registered office;
 - b. orally - by phone at +48 570 575 131 or in person to the protocol during the User's visit to the headquarters



of the Company;

c. in the electronic form to the e-mail address: info@zrzutka.pl.

ii. The complaint should contain at least:

a. in the event of a complaint regarding payment to the Whip-Round or payment to the Operator:

- the bank account number from which the payment was made;
- the date of payment; the title of the payment;
- information on which Whip-Round was made (Screenshot ID or its link);
- the reason for the complaint;
- a detailed description of the event giving rise to the complaint,
- the Customer's contact details for the purpose of communication regarding the complaint, and
- e-mail address and name and surname used when paying for Whip-Round and the amount of payment

b. in the case of a complaint regarding the withdrawal from the Whip-Round:

- the bank account number to which the withdrawal was made;
- the date of payment; the title of the payment;
- information on which Dump was used to make the withdrawal (Whip-Round ID or its link);
- the reason for the complaint;
- a detailed description of the event giving rise to the complaint,
- your contact details for the purpose of communicating about your complaint, and
- withdrawal amount

c. in the case of a complaint concerning other

- circumstances: the reason for the complaint;
- a detailed description of the event giving rise to the complaint, and
- the Customer's contact details for the purpose of communication regarding the complaint.



The operator shall verify that the complaint contains the elements indicated above. As part of the verification of the complaint, the Operator is entitled to request that the complaint be supplemented, in particular, if the information provided is not sufficient for the proper handling of the complaint.

- iii. The Operator shall respond to the complaint in paper form within 15 Business Days from the date of its receipt. If the User has indicated that the Operator may respond by sending an electronic message to the Operator's e-mail address, the Operator shall provide a response in this form.
 - iv. In particularly complicated cases that make it impossible to consider the complaint and respond within the period referred to in point iii above, the Operator:
 - a. explains the reason for the delay;
 - b. indicates the circumstances which must be established in order to deal with the case;
 - c. specifies the expected date of consideration of the complaint and provides a response, which may not be longer than 35 Business Days from the date of receipt of the complaint.
 - v. The Operator notifies the User about the method of considering the complaint and, at the User's request, confirms the fact that he has submitted a complaint in paper form to the User's address or – if the User chooses the form of notification of the response to the complaint on another durable medium by e-mail – to the e-mail address provided.
 - vi. In the event that the User is not satisfied with the method of considering the complaint, he is entitled to use out-of-court dispute resolution before the Financial Ombudsman – more information on the <http://rf.gov.pl/>. The user can also use the help of consumer ombudsmen (district or city) – more information on the <https://uokik.gov.pl/rzeczniczy.php>. The operator also informs about the existence of the ODR platform (European Online Dispute Resolution platform) and the possibility of using it to resolve disputes. The ODR platform is available at the following internet address: <http://ec.europa.eu/consumers/odr>.
- VIII. OBLIGATIONS OF THE CUSTOMER ABOUT THE SECURITY OF PAYMENT SERVICES
- i. The Customer must securely and carefully store its personalized data securing access to the User Account (Login, Password) as well as secure access to Authentication Codes, PIN Codes, biometric data or other personalized security data, in such a way that no one but the Customer can access any of the above data.
 - ii. The Customer should use anti-virus software, firewalls and appropriate security patches to ensure the security of payment orders placed, as well as analyze



serious threats and risks arising from downloading software from the Internet in the event that the Customer is not sure that the software is authentic and has not been manipulated.

- iii. The Customer should use only the authentic website of the Website, i.e. with a certificate indicating the Operator's data. The Customer should make sure that he has not been redirected (e.g. from an e-mail message not coming from the Operator) to an inauthentic website.
- iv. The Customer may not provide its personalised security data to other persons or grant them access to the devices used by the Customer to the extent that this would allow payment Transactions to be made using the User's Account (except for external service providers, if necessary).
- v. Using the authentication procedures required by the Operator in accordance with applicable regulations, the Customer is obliged to check the correctness of the Payment Transaction data (e.g. payment amount, date) before authorization.
- vi. In the case of installation and use of the Mobile Application, the Customer is obliged to constantly securely and carefully store the device on which the Mobile Application is installed and personalized security data or PIN Code.
- vii. The Customer does not provide its personalized security data and does not grant access to the device to third parties in a way that would enable the Payment Transaction to be made using the Mobile Application.
- viii. The Customer does not use external applications and mechanisms enabling the memorization of the Login and Password, Authentication Codes used as part of the agreed authentication procedures, PIN Code for the Mobile Application, and other personalized security data on the computer, phone or other mobile device through which the Customer gains access to the User Account and the Organizer's Virtual Account.
- ix. If the Customer becomes aware of the entry of a third party into possession of data enabling it to log in to the Website, including login or Password, as well as theft of the mobile device on which the Mobile Application is installed, as well as in the event of reasonable suspicion on the Part of the Customer of such a situation, the Customer should immediately report it to the Operator and change the Login and Password. The Customer makes applications in the form of a message sent to the e-mail address: info@zrzutka.pl. In the event of detection by the Customer or suspicion of any abuse regarding the Login, Password, Verification Codes, PIN Code or regarding the Website or Mobile Application, the Customer shall immediately inform the Operator about the detection or suspicion of abuse by sending a message sent to the e-mail address: info@zrzutka.pl. If the abuse concerns the Login or Password, the Customer immediately changes the Login and Password.



- x. If the Customer suspects that there has been a (potential) fraudulent transaction, suspicious event or unusual situation during a session of online payment services on the Website, as well as that there have been attempts to use human manipulation techniques that were aimed at obtaining information or searching for it in social networks in order to commit fraud or gain unauthorized access to a computer or network (social engineering attacks), immediately notifies the Operator of such an event by sending a message sent to the e-mail address: info@zrzutka.pl.
 - xi. The Customer is obliged to report to the Operator any cases of unauthorized or incorrectly initiated or executed Payment Transactions without undue delay, as soon as it becomes aware of such a Payment Transaction, but no later than within 13 months from the date of debiting the Virtual Account of the Recipient or from the date on which the transaction was to be executed. Failure to report irregularities within this period results in the expiry of the Customer's claims against the Operator for unauthorized, unperformed or improperly executed Payment Transaction.
 - xii. Communication by e-mail to the Customer's e-mail address and through the User's Account on the Website constitute secure communication channels between the Operator and the Customer in the scope of correct and secure use of payment services provided by the Operator. Any messages regarding the correct and safe use of payment services provided by the Operator sent via another channel are not reliable.
 - xiii. If the Customer makes any reports under this point, the Operator shall respond to the Customer by informing about the actions taken in the manner indicated in point xii. In the same way, the Operator notifies the Customer about (potential) fraudulent transactions or their non-initiation warns about the occurrence of attacks, e.g. phishing emails, and warns against social engineering attacks.
 - xiv. The Operator informs the Customer, in the manner indicated in point xii. about the update of security procedures for payment services indicated in this point.
- IX. CUSTOMER LIABILITY IN CONNECTION WITH PAYMENT SERVICES
- i. The Customer is obliged to immediately report to the Operator or the entity indicated by the Operator a declaration of loss, theft, misappropriation or unauthorized use of a payment instrument or unauthorized access to this instrument. The Customer submits the application by e-mail to the address info@zrzutka.pl or by phone +48 +48 570 575 131.
 - ii. Until the notification referred to in point and above is made, the Customer who is the payer is responsible for unauthorized Payment Transactions



up to the equivalent in Polish currency of EUR 50, determined using the average exchange rate announced by the NBP in force on the date of execution of the Payment Transaction, if the unauthorized Payment Transaction is the result of:

- a. using a payment instrument lost by the Customer or stolen from the Customer, or
 - b. misappropriation of a payment instrument.
- iii. The customer who is a payer shall not be liable referred to in point i above if:
- a. has not been able to determine the loss, theft or misappropriation of a payment instrument prior to the execution of the Payment Transaction, except where the Customer acted intentionally;
 - b. the loss of the payment instrument before the execution of the Payment Transaction was caused by an act or omission on the part of an employee, agent or branch of the Operator or an entity providing services to it, referred to in Article 6 point 10 of the UUP.
- iv. After submitting the notification referred to in the point and above, the Customer who is a payer is not responsible for unauthorized Payment Transactions unless he has intentionally led to them.
- v. The payer customer shall be liable for unauthorised payment transactions in full if he has intentionally caused them or as a result of an intentional or grossly negligent breach of one or more of the obligations related to the use of payment instruments and set out in the Framework Agreement. In this case, points ii and iii above shall not apply.
- vi. If the Operator does not require strong customer authentication, the Payer Customer shall not be liable for unauthorized Payment Transactions unless he acted intentionally.
- vii. If the Operator does not provide adequate means to make the notification referred to in the point above, the Customer who is a payer is not responsible for unauthorized Payment Transactions, unless he led to them intentionally.
- X. OBLIGATIONS AND LIABILITIES OF THE OPERATOR IN RELATION TO PAYMENT SERVICES
- i. In the event of an unauthorized Payment Transaction, the Operator shall immediately, but no later than by the end of the Business Day following the date of confirmation of the occurrence of the unauthorized Payment Transaction, which was debited to the Organizer's Virtual Account, or after the date of receipt of the relevant notification, refund the amount of the unauthorized Payment Transaction to the Customer, except if the Operator has reasonable and duly documented grounds to suspect fraud, and will inform you about it in the form of



written authorities appointed to prosecute crimes. The Operator restores the debited Virtual Account of the Organizer to the state that would have existed if the unauthorized Payment Transaction had not taken place, recognizing it with a value date not later than the date of debiting the amount of the unauthorized Payment Transaction.

Payment orders submitted directly by the payer

- ii. In the event that the Payment Order is submitted directly by the Payer Customer, the Operator, as the payer's provider, shall be liable to him for non-execution or improper execution of the Payment Transaction, unless:
 - a. The Customer will not make the notification referred to in the Chapter 8 point x and Chapter 9 and within the time limit indicated therein;
 - b. the unique identifier provided by the Customer is invalid;
 - c. non-performance or improper execution of the Payment Transaction is caused by force majeure or results from legal provisions ;
 - d. The Operator proves that the account of the recipient's supplier (e.g. the entity maintaining the Organizer's Bank Account or the Patron's Bank Account) has been credited with the amount of the Payment Transaction initiated by the Customer no later than by the end of the next Business Day after receipt of the Payment Order.
- iii. If the Operator is liable in accordance with point ii, it shall immediately restore the charged Virtual Account of the Organizer to the state that would have existed if there had been no non-performance or improper execution of the Payment Transaction. With regard to the crediting of the Organizer's Virtual Account, the value date may not be later than the date of debiting this amount.
- iv. If the account of the Operator acting for the Customer who is the recipient has been credited in accordance with Article 54 of the UUP, the Operator as the recipient's supplier is liable to the Customer for non-execution or improper execution of the payment transaction.
- v. If the Operator is liable in accordance with point iv, it shall immediately credit the Organizer's Virtual Account with the appropriate amount in order to bring the Organizer's Virtual Account to the state that would have existed if there had been no non-execution or improper execution of the payment transaction. With respect to the crediting of the Organizer's Virtual Account, the value date may not be later than the value date with which the amount would have been credited if the transaction had been executed in accordance with the execution date provided for in the Framework Agreement.
- vi. In the event that the Payment Transaction is executed late, the Operator acting as the payee's provider shall ensure, at the request of the payer's provider acting on behalf of the payer, that the value date for crediting the Organizer's Virtual Account is not later than the value date with which the amount would be credited if



the transaction was executed correctly.

Other actions taken in relation to an unexecuted or improperly executed transaction

- vii. In the event of a non-executed or improperly executed payment transaction, the Operator, regardless of the liability under Article 144(1). At the request of the payer, UUP shall immediately take action to trace the payment transaction and notify the payer of their outcome, which shall be free of charge for the payer.
- viii. The liability of the supplier referred to in Article 144. UUP and Article 145. The UUP also includes fees and interest charged to the user as a result of non-performance or improper execution, including delayed execution of the payment transaction.

XI. SECURITY OF USE OF THE WEBSITE

- i. The security of the Website's operation, including the security of communication, is ensured in particular by: a) using software enabling control of the flow of information between the Operator's IT system and the public network, b) ensuring the Customer's use of the Website in a way that prevents unauthorized persons from accessing the content of the message, c) ensuring the Customer's authentication at least by providing a Password and Login.
- ii. The Customer's use of the Website takes place to prevent unauthorized access to the content, in particular using an encrypted SSL connection.
- iii. Securing the Payment Order on the Website is served by: a) identification of the Customer, b) confirmation of placing the Payment Order by the Customer.
- iv. Password to the User Account, Authentication Code and PIN Code for the Mobile Application: a) are intended only for the Customer, b) may not be disclosed in any form, content or form to third parties, including family members, c) are not known to the authorities or employees of the Operator, as well as to other entities acting on its behalf, d) are granted in accordance with procedures ensuring their confidentiality using programs the computer and obtaining information about one of them does not allow you to obtain information about another simultaneously.
- v. The Operator applies a secure procedure for notifying the Customer in the event of fraud or suspicion of its occurrence or the occurrence of security threats, consisting in the use of means and methods of secure communication, including through the use of an appropriate mode of communication: a) SMS – to inform about the availability of the message posted on the Website, b) electronic – using: e-mail and the Website.
- vi. As part of the procedure described in point vi, the Operator notifies the Customer without undue delay about a serious incident related to security,



including of an ICT nature, if the incident has or may have an impact on the Customer's financial interests and informs him about the available measures that he may take to limit the negative effects of the incident.

XII. FEES AND CHARGES FOR EXECUTED PAYMENT TRANSACTIONS

- i. Due to the performance by the Operator of payment services consisting in express payment to the Organizer's Bank Account, as well as on the refund of the Supporting Contribution, the Customer is obliged to pay the Operator fees and commissions in the amount specified in Table of Fees and Commissions.
- ii. The amount of fees and commissions due to the Operator is fixed (refunds) or variable, depending on the value of the Payment Transactions executed (express withdrawal).
- iii. Due fees and commissions are charged in Polish zlotys.
- iv. The Customer acknowledges that the provision of certain services through external operators may incur fees and commissions in accordance with the tariffs of fees and commissions applied by these operators.

XIII. COMMUNICATION BETWEEN THE OPERATOR AND THE CUSTOMER

- i. The Operator sends notifications to the Customer:
 - through the Website, displaying information in a way that allows the Customer to familiarize himself with its content;
 - via e-mail to the Customer's e-mail address indicated during registration.
- ii. The Customer may communicate with the Operator via the Operator's e-mail address info@zrzutka.pl or by traditional mail at the address of the Operator's registered office.
- iii. In order to provide information and submit applications in accordance with the Terms of Service, the Customer must meet the technical requirements for hardware and software indicated in Chapter III of the Terms of Service.

XIV. AMENDMENT OF THE FRAMEWORK AGREEMENT

- i. The Operator may amend the Framework Agreement for important reasons indicated in Annex No. 3 to the Terms of Service (Framework Agreement) point 3. The operator shall inform about the proposed changes no later than 2 months before the proposed date of their entry into force. If, before the proposed date of entry into force of the amendments to the Framework Agreement terms, the Customer does not object to such changes to the Operator, it is considered that the Customer has agreed to them. If the Customer objects, he has the right, before the date of the proposed entry into force of the changes, to terminate the Framework Agreement with effect from the date of informing the Customer about the change referred to in the first sentence, but no later than from the date on which these changes would have been applied. In the above-mentioned case, when the Customer objects but does not



terminate the Framework Agreement, the Framework Agreement is terminated on the day preceding the date of entry into force of the proposed changes, without incurring any fees by the Customer.

- ii. In the event that the amendment to the Framework Agreement concerns the fees indicated in the document regarding the fees charged for the fees provided in connection with the maintenance of the Organizer's Virtual Account, the Operator provides the Customer who is a consumer with an updated version of this document.
- iii. Information on amendments to the Framework Agreement is provided on the terms set out in Annex 3 to the Terms of Service (Framework Agreement) of Chapter 13 point ii.

XV. TERMINATION OF THE FRAMEWORK AGREEMENT

- i. The Customer has the right to terminate the Framework Agreement at any time in the following form: a) electronically via the Website, b) in writing to the address of the Operator's registered office.
- ii. The Operator may terminate the contract at any time, without giving a reason, with at least two months' notice by means of a statement submitted in paper form or on another durable medium, including by sending it to the Customer's e-mail address.
- iii. The Operator has the right to terminate the Framework Agreement with immediate effect in the event of a) the Customer providing false or inconsistent with the facts when concluding the Framework Agreement, and in particular the Customer's use of false, forged, counterfeit or invalid documents, b) breach by the Customer of the Framework Agreement.
- iii. The Account may be closed on condition that the Organizer pays the Contributions to the Organizer's Bank Account or returns the Contributions to the Supporters.
- iv. Termination of the Framework Agreement by the Customer or the Operator results in the closure of the Account on the Website.
- v. In the event of termination of the Framework Agreement, the Operator shall provide the Customer who is a Consumer, no later than within 2 weeks from the date of termination of the Framework Agreement, with a statement of fees for the period for which no statement of fees was drawn up, until the date of termination of the Framework Agreement.
- vi. The statement of fees is sent to the Customer by the Operator in an e-mail to the Customer's e-mail address. At the request of the Customer, who is a consumer, the Operator provides a statement of fees in paper form.

XVI. OTHER PROVISIONS OF THE FRAMEWORK AGREEMENT

- i. The Framework Agreement between the Operator and the Customer is concluded in



- Polish. The language used in relation to the Customer is the language of Polish.
- ii. If the Customer is not a consumer, the provisions of the UUP do not apply, the exclusion of which in relations with entities other than consumers is permissible in accordance with the provisions of the UUP, in particular: the provisions of Section II (excluding Article 32a), Article 28(1a) and (1b), Article 34, Articles 35-37, Article 40(3) and (4), Article 45, Article 46(2)-(5), Articles 47, 48, 51 and 144 to 146. In such a case, in matters not covered by the Framework Agreement, other provisions of law shall apply, with the exception of those excluded in accordance with this paragraph and other provisions of the Framework Agreement. In the case of Customers who are not consumers, the deadline for reporting unauthorised, unexecuted or improperly executed Payment Transactions, under pain of expiry of claims under such Payment Transactions, is 14 days from the date of receipt of the Payment Order by the Operator.
 - iii. The law applicable to the Framework Agreement is the Polish law.
 - iv. The Operator and the Customer strive for an amicable settlement of disputes that have arisen in connection with the performance of the Framework Agreement or the execution of Payment Transactions.
 - v. If the Customer is a consumer in relation to the Framework Agreement, disputes related to the Framework Agreement will be considered by common courts. If the Customer is not a consumer in connection with the Framework Agreement, all disputes related to the Framework Agreement shall be submitted to the resolution of common courts competent locally and materially for the Operator's registered office.