

## TERMS AND CONDITIONS OF QUICKO SERVICES

Version no.: 1.0

Valid from: 28.02.2022

### I. GENERAL

1. The Terms and Conditions of Quicko Services determine the terms on which Quicko provides their services to their Individual in the scope of:
  - a. opening and running payment accounts ("**Accounts**"),
  - b. issuing and serving payment cards ("**Cards**"),
  - c. performing Transactions,
  - d. ensuring access to the payment services being provided by means of a mobile application ("**Quicko App**"),
  - e. , and also other services, the current list of which is on the Quicko Portal.
2. The Terms and Conditions of Quicko Services form an integral part of the Framework Contract.
3. The current content of the Terms and Conditions is made available to the Clients, free of charge, through the Quicko System and the Quicko Portal in a form that can be downloaded, saved, and printed out.
4. The Client is required to become familiar with the content of the Terms and Conditions before concluding the Framework Contract.
5. Quicko has a permit to provide payment services as the National Payment Institution (KIP) referred to in Art.60 sec. 1 UUP. The current scope of services can be found at [https://www.knf.gov.pl/podmioty/wyszukiwarka\\_podmiotow#2448926](https://www.knf.gov.pl/podmioty/wyszukiwarka_podmiotow#2448926)

### II. DEFINITIONS USED IN THE TERMS AND CONDITIONS

**Settlement Agent** - a bank or another entity that has concluded with the Merchant a contract for collecting payments using payment cards.

**Merchant** - an entrepreneur who has concluded with a Settlement Agent a contract for collecting payments using payment cards.

**AML** - the act of March 2, 2018, on the Prevention of Money Laundering and Terrorist Financing.

**NFC contactless antenna** - an electronic device built in a mobile device, which employs the NFC Technology, communicates with a contactless reader, which makes it possible to make Contactless Transactions.

**Quicko App** - an app installed on mobile devices, which is an electronic banking service, intended for Individual Clients, by means of which Quicko provides services, including payment services- based on a Contract for accessing payment services by means of the Quicko App. The Quicko App is necessary to use the Accounts and the Card. The specific terms of using the Quicko App are specified in the Terms and Conditions of the Quicko App.

**Authorization** - a Client's consent for performing Transactions, and also the Client's consent to make statements of will or knowledge.

**ATM** - a device for withdrawing cash using Cards.

**Chargeback** - a procedure initiated by Quicko at the Card Accepting Merchant's, based on a complaint filed by a Client, which makes it possible to recover funds from a card Transaction being questioned.

**CVV2 |CVC2** - ("Card Verification Value 2" | "Card Verification Code 2") – a three-digit security number, specified by Quicko for a Virtual Card and a Payment Band in the Quicko App (Card data), which may be required by a Merchant when performing Transactions at a distance.

**Settlement Cycle** - a repeatable monthly period after the expiry of which an Account Statement is generated.

**Contactless Reader** - an electronic device for contactless transactions, which reads out the Card data using an NFC contactless antenna.

**Currency Date** - the day from which or until which Quicko charges interest on funds on the Account's debit side.

**Bio-metric Data** - the data constituting the individual record of a Client's features, which makes it possible to confirm his or her clear identity, e.g. a fingerprint and a face scan.

**Recipient's Provider** - an entity that provides payment services for the benefit of the Recipient in the scope of performing the Transactions. A Recipient's Provider is, among others, the Settlement Agent of a Merchant (Recipient).

**Available Funds** - the balance of the funds on the Account, which a Client can freely use up to the financial limits established for the Card Transactions.

**Business Day** - each day Monday to Friday, excluding bank holidays.

**Bank Holiday** - a day being a statutory bank holiday and Saturdays.

**Order** - an application placed by a Client within the term of the Framework Contract for the opening of an Account, another Account, issuing a Card, or a Payment Band.

**Password** - a one-time code composed of 6 digits, being sent to a Client to the email address in order to perform an Authorization.

**Access Password** – an eight digit code specified by an Individual Client, to be used to log in for the first and the subsequent times to the Client's individual account in the Quicko System.

**IBAN ( International Bank Account Number)** - the ID of a Client's account used to identify the bank account in transactions with payment service providers within the EU Member States, and in countries that have adopted IBAN as the standard numbering system for Bank Accounts.

**Helpline** - a service made available, free of charge, to the Clients, consisting in providing a telephone customer service for the Clients at the phone numbers listed on the Quicko Portal. For the activation, cancellation of, and blocking Cards, the Helpline operates 24-hours a day. The Helpline's operation hours for other services are listed on the Quicko Portal. The Helpline may constitute a telephone banking service as defined in § 2 item 18 of the Regulation of the Minister of Development and Finance of July 14, 2017, on the List of Representative Services Related to Payment Accounts (Journal of Laws of 2017 item 1437).

**Card** - a payment instrument as defined by UUP; a payment card, as defined by UUP, and Regulation 2015/751, issued for an Account (a debit card) by Quicko, regardless of the form in which it exists (physical, virtual), with a magnetic strip or a microprocessor, which identifies the issuing party and the Client or the Authorized Party, entitling to withdraw cash, or make payments (namely order Transactions) in line with the Contract for a Card, and the Terms and Conditions of Quicko Services.

**Quicko Card** – a physically existing debit card issued to a Client under the Contract for a Card or an Order; a Quicko Card is a Contactless Card.

**Contactless Card** - a Card equipped with a contactless antenna, which makes it possible to make Contactless Transactions with the use of the NFC technology by bringing it close to a terminal (the so-called proximity card).

**Virtual Card**, - a payment instrument as defined by UUP issued by Quicko, which identifies the issuing party and the Client, making it possible to make Transactions using the funds available on the Card Account assigned to the card according to the provisions of the Contract and the Terms and Conditions (a prepaid card). A Virtual Card does not exist physically, only in the digital form.

**Client** - an Individual Client

**Individual Client** - a natural person who submits an Application and concludes a Contract with Quicko as a consumer, for purposes not related to their business.

**3D-Secure code** - a one-time code being sent by Quicko to a Client's Mobile Device in order to identify the Client and additionally Authorize the Transaction at a distance.

**CVV2/CVC2 Code** - a three-digit code, which confirms the authenticity of a Card. It is placed on the back of the card, or is specified in the Quicko System in the Card's description.

**Transaction Limit** - a daily limit specified by a Client or Quicko for the Transactions ordered by the Client, the limit may be for the maximum Amount of a Transaction, and the maximum number of the Transactions conducted during a day.

**Recipient** - a natural person, a corporate person, or an organizational entity not being a corporate person, who has legal capacity by virtue of the Act, who is the recipient of the funds being the subject of a Transaction (e.g. a Merchant).

**Payment Band** - means a band that contains a microcard (Card), which works like a Contactless Card, it can be used to perform products and services purchasing transactions at commercial and services sites, where contactless cards or carriers for NFC technology payments are accepted.

**Operation** - each Cashless Transaction, or Cash Transaction, also performed with a Card, and other crediting and debiting actions on an Account, including under any fees and commissions.

**PIN** - a four-digit confidential code used to identify the Client and to authorize Transactions performed with the use of devices that read out the information contained on the Card.

**PIN Quicko App** – a four-digit code specified by an Individual Client in the Quicko App, making it possible to log in to the individual account in the Quicko App.

**Quicko Portal** - Quicko's website at: [www.quickowallet.com](http://www.quickowallet.com), where up-to-date information about the products and services offered by Quicko are available.

**Account** - an individual payment account kept for a Client by Quicko based on the Contract for Opening and Running a Payment Account.

**Card Account** - an account used for settling Transactions, and also for the records and for settling the Card Credits, associated with a Virtual Card, or the Card in a Payment Band.

**PLN Account** - an Account kept for a Client by Quicko in Polish zlotys.

**Currency Account** - an Account kept for a Client by Quicko in a foreign currency chosen by the Client, from among the currencies specified in the Quicko Portal.

**Regulations** - the regulations binding Quicko and a Client, that is the Terms and Conditions, the Table of Fees and Commissions, the Card Contract, the Contract for Opening and Running a Payment Account, the Contract for Accessing Payment Services using the Quicko App.

**Quicko Terms and Conditions** or **Terms and Conditions** - this document.

**Regulation 2015/751** - Regulation of the European Parliament and of the Council (EU) 2015/751 of April 29, 2015 on the Interchange Fees with Reference to Payment Transactions Performed Using a Card.

**Quicko System** - the electronic banking services offered by Quicko, namely the Quicko App.

**Price and Commissions Table** - the table of fees and commissions collected by Quicko for the services being provided.

**NFC Technology** - a wireless technology for contactless data transmission at close distances.

**POS Terminal** - an electronic device for performing Cash and Cashless Transactions, and for printing their confirmation, which reads out the data of Cards.

**Transaction** - a payment, a transfer, or a payout of funds initiated by a Client or the Recipient.

**Cashless Transaction** - a Transaction with a Card, constituting the payment for goods or services at sites that approve Card payments, including via the internet.

**Cash Transaction** - a Transaction with a Card constituting a cash payout, including a payout of cash from an ATM, and with the use of a terminal (in banks, or other financial institutions, as well as in certain service – commercial sites; oftentimes associated with a Cashless Transaction).

**Remote Transaction** - a Cashless Transaction which does not require a Card to be presented physically, including: a telephone order, an e-mail order, a facsimile order, a postal and online order. To authorize a Remote Transaction may require giving the CVV/CVC2 number of the Card. When performing a Remote Transaction, the Card's PIN is never required.

**Foreign Transaction** - A Transaction performed in a foreign currency, or in Polish zlotys (PLN) at a Merchant's having their seat outside Poland.

**Contactless Transaction** - A Transaction performed with a Contactless Card using the NFC technology.

**Contracts** - a collective term for the Framework Contract and the contracts concluded with a Client within its performance, namely any contracts for payment cards, for opening and running a payment account, for accessing the payment services by means of the Quicko App.

**Mobile Device** - a portable electronic device which makes it possible to collect, send, and dispatch data through the Internet, fulfilling the technical requirements for the installation of the Quicko App, e.g. a smartphone, a tablet.

**UUP** – the Act of August 19, 2011 on Payment Services.

**Card Use** - using a Card, including the data concerning the Card, in order to initiate a Transaction.

**Quicko App** - Quicko spółka z ograniczoną odpowiedzialnością (limited liability company), having its registered office in Tarnowskie Góry (42-600), ul. Sienkiewicza 49.

**Application** - an application for entering into a Framework Contract submitted by an Individual Client by means of the Quicko App.

**Issuing a Card** - a service consisting in issuing a payment card, mentioned in Article 2 item 15a of UUP.

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

**Blocking a Card** - a temporary suspension of the ability to perform Transactions subject to authorization.

**Card Credits** - increasing the balance of the Funds Available by making an internal transfer of funds from an Account to the Card Account.

**Card Cancellation** - preventing any Transactions subject to authorization with the Card irrevocably.

**Payment Order** - a statement of a Client or a Recipient, respectively, addressed to Quicko, containing an order to execute a Transaction.

**Return** - crediting a Card's Account with a returned amount by agency of a Settlement Agent, e.g. as a result of returning the goods for which the payment has been previously made with the Card.

### III. FRAMEWORK CONTRACT CONCLUSION

#### § 1 The form of concluding a Framework Contract

1. The Conclusion of a Framework Contract takes place on the basis of a Client's Request submitted through the Quicko App,
2. One pre-condition for concluding a Framework Contract is:
  - a. filing a correct and complete Application,
  - b. submitting a declaration of will to conclude a Framework Contract by the Client, namely accepting the Framework Contract template by the Client by entering the Password in the Quicko System,
  - c. positive verification of the Client's identity, on the terms specified in § III.2 and III.3 below.
  - d. acceptance of these Regulations by checking the box with the following content: "I have read the regulations of Quicko services, which constitute an integral part of the Framework Agreement, and I accept its content"
  - e. expressing the will to conclude a Framework Agreement by checking the box with the following text: "I conclude a Framework Agreement for the payment services with Quicko"
  - f. receipt of confirmation of the conclusion of the Framework Agreement by Quicko in the Quicko Application

3. Quicko informs the Client of the result of the Client's verification through the Quicko Application, an email message, or other communication channel made available by Quicko, and used by the Client to apply for the conclusion of the Framework Contract.
4. Quicko is not obliged to give the reason for refusing to conclude the Framework Contract.

## **§ 2 Individual Client's identity verification**

1. One pre-condition for concluding a Framework Contract is identification of their identity.
2. The identity is being verified by means of the Quicko App with the use of the video verification method (verification by means of a photo).
3. Before starting any identity verification, an Individual Client should make sure that their Mobile Device (mobile phone, tablet etc.) meets the technical requirements:
  - a. it has the current version of the Quicko App registered,
  - b. it has iOS13 operational system or higher (for Apple devices) or Android 6.0 Marshmallow or higher (for the devices with Android),
  - c. it has access to the Internet with a bandwidth of at least 512 Kb/s,
  - d. it has a photo camera (installed or connected).
4. Before starting the video verification, the Individual Client should:
  - a. prepare a valid identity document, namely their ID card, or passport,
  - b. prepare a place illuminated so that the photo made there makes it possible to recognize the face and the data on the identity document.
5. In order to perform the video verification, the Individual Client:
  - a. logs in on their device to the Quicko App,
  - b. expresses their appropriate consents concerning the processing of their personal data, including to the processing of their image,
  - c. express their consent for the Quicko App to access the camera,
  - d. provides their statement regarding holding an exposed political position,
  - e. completes the Application by providing their personal data, namely:
    - i. first and last name,
    - ii. date of birth,
    - iii. citizenship,
    - iv. telephone number
    - v. e-mail address
    - vi. address of residence,
  - f. provides their statement regarding the authenticity of the data they provided,
  - g. takes a photo by means of the Quicko App on which the Client's face is visible ((the quality of the photograph must make it possible to recognize the face)
  - h. takes a photo of their ID card or passport are visible at the same time, as specified in the Quicko App (the quality of the photograph must make it possible to recognize the face and the data on the identity document),
  - i. sends the verification report through the Quicko App.
6. Quicko verifies the authenticity of the identity document and of the Individual Client's image, and of the identity document image:
  - a. with the use of software which includes bio-metric techniques,
  - b. manually by one of Quicko's employees authorized to process the Clients' data in this regard.
7. In the case of doubts regarding the Individual Client's identity, Quicko may require them to send scans of additional documents confirming their identity (e.g. their driving license, utilities bills), or to send another photograph with the Client's face, and their identity document.
8. Quicko rejects an Application if the identity verification results negative, and thus when:

- a. the data included in the Application are incomplete, untrue, out of date, or inconsistent with any information obtained by Quicko in the verification process,
  - b. the photo provided prevents effective identification of the Individual Client,
  - c. the identity document is not owned by the Individual Client, is outdated, invalidated, or its information cannot be read out for other reasons (including image verification).
9. Quicko notifies the Individual Client of the results of their identity verification process by means of the Quicko App, within not more than 3 Business Days after they confirm submitting a complete notification (and in the case of a request for further documents mentioned in item III.§2.8 of the Terms and Conditions - from the time of transferring the last one of them).

#### **IV. QUICKO APP**

##### **§ 1 Access to Quicko App**

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

1. Quicko provides an Individual Client with access to the payment services by means of the Quicko App.
2. The Quicko App constitutes an electronic banking service mentioned in the Regulation of the Minister of Development and Finance on the List of Representative Services Related to Payment Accounts of July 14, 2017, and consists in accessing a payment account through the Internet, which makes it possible to check the balance of the payment account, change the limits for non-cash payments and transactions performed with the debit card, or placing other orders for the account.
3. One condition for accessing the payment services is installing the Quicko App in advance. The App can be downloaded from <http://www.quickowallet.com>, and from the Google Play and App Store.
4. The Quicko App makes it possible for an Individual Client to access the basic services, including obtaining information about Quicko products, and to apply for the conclusion of the Framework Contract. The terms of using the Quicko App, including the registration rules, are described in the Quicko App Terms and Conditions.
5. The full scope of the Quicko App services, including the payment services accessible by means of the Quicko App, are available to the Individual Clients after the conclusion of the Contract for accessing the payment services in the Quicko App under the Framework Contract, and requires registering in the Quicko App.
6. By registering an account in the Quicko App, the Individual Client sets their Access Password, and PIN for the Quicko App, which meet the minimal requirements regarding the number and type of the characters it includes, specified in the Quicko App Terms and Conditions.
7. After registering an account in the Quicko App, an Individual Client receives to the e-mail address specified by them the activation link, making it possible to log in the Quicko App for the first time.

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

8. The first logging in the Quicko App requires entering the login and the Access Password.
9. Each subsequent logging in the Quicko App may take place in one of the following ways chosen by the Individual Client:
  - a. entering the login (the login is the phone number provided by the Individual Client when setting up the account in the Quicko App), and the Access Password,
  - b. entering the PIN for the Quicko App,

- c. authenticating by means of Bio-metric Data.
10. Entering the login incorrectly along with the Access Password by an Individual Client results in a blockade. In such a case, in order to unlock the Quicko App, the Individual Client should contact Quicko via the Helpline, or wait until the Quicko App unlocks itself after 5 minutes from the blockade.
11. Some operations performed in the Quicko App, instructions related to services and products, require additional authorization to be safe. The authorization proceeds in one or more of the following ways:
  - a. by entering a one-time Password sent by Quicko in the Quicko App,
  - b. by entering the PIN number,
  - c. by authenticating by means of Bio-metric Data (if an Individual Client chooses this method as the default authorization method).
12. Quicko reserves the right to temporarily change the method of accessing the Quicko App for safety reasons, or in the case of necessary technical works. In such a case, the Individual Client is informed in advance of the new method.

## **§ 2 Quicko Application Functionality**

1. Using the Quicko App, an Individual Client gets:
  - a. access to Accounts they have in Quicko,
  - b. the ability to fulfill Payment Orders.
2. In particular, the Quicko App makes it possible for an Individual Client to:
  - a. register and log in to an individual account
  - b. manage the Individual Client's profile and protection measures,
  - c. access the information about the Account, including the Account's number and currency,
  - d. view the Account's Transaction history,
  - e. view the current balance on the Accounts,
  - f. Credit a Card,
  - g. order payments using the NFC Technology with a Virtual Card,
  - h. manage the payment functions
  - i. order payments using a QR code,
3. Quicko reserves the possibility to further update and expand the Quicko App by subsequent functions. The current information about all the Quicko App features available is in the Quicko Portal.
4. The scope of activities accessible through the Quicko App is in the Quicko Portal

## **§ 3 Executing Payment Orders by means of the Quicko App**

1. Quicko executes Payment Orders submitted by an Individual Client by means of the Quicko App.
2. Quicko refuses to execute Payment Orders related to participating in gambling games, which would involve the performance of any payment services, unless the game is conducted in line with the Act on Gambling Games.
3. Quicko implements Payment Orders up to the transaction (numerical and amount -based) limit specified. Quicko refuses to execute Payment Orders, which exceed the Transaction Limit specified.

4. Quicko executes a Payment Order after it is Authorized by the Individual Client. A Payment Order's Authorization by the Individual Client constitutes their consent for performing the Transaction.
5. The Individual Client may express their permit to perform the Transaction also through the Recipient, the Recipient's Provider, or a Provider who provides the Transaction initiation service.
6. An Individual Client authorizes a Payment Order through:
  - a. using the acceptance button in the Quicko App,
  - b. using the acceptance button in the Quicko App, and providing additional Authorization in one of the following ways:
    - (i) entering the PIN for the Quicko App,
    - (ii) authenticating by means of Bio-metric Data (if an Individual Client chooses this method as the default Authorization method),
    - (iii) entering the 3D - Secure Code,
    - (iv) entering the CVV2 |CVC2 Code.
7. With no correct Authorization of a Payment Order, Quicko refuses to execute it.
8. The moment of receiving a Payment Order submitted through the Quicko App by Quicko shall be considered the moment of its Authorization.
9. An Individual Client may cancel a Payment Order until it is received by Quicko.
10. Quicko refuses to implement a Payment Order, in the case of:
  - a. insufficient funds on the Account relevant for this Transaction,
  - b. exceeding the Transaction Limit,
  - c. missing Authorization of the Payment Order,
  - d. providing Quicko with incomplete or incorrect information necessary to execute the Payment Order,
  - e. doubts as to the identity of the person placing the Payment Order, or its authenticity,
  - f. contradictions between the Payment Order and any legal provisions (including in the case of a justified suspicion that it may involve Money Laundering or Terrorist Financing (AML)).
11. The Individual Client shall be notified of the refusal to execute any Payment Order through the Quicko App and the reasons for the refusal, unless such a notification is unacceptable based on separate regulations.
12. When Quicko receives a Payment Order on a day not being a Business Day, it is recognized that the Payment Order was received on the first Business Day following this day.
13. The maximum time to execute a payment service offered by Quicko is 1 working day.

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

1. These safety rules refer to the Clients, and persons indicated by Clients for using the Quicko Application.
2. Protect the login and authorization data and also the content of the messages received from Quicko, care for their confidentiality and do not make them available to third parties.
3. During entering the login and authorization data, care should be taken to enter those at a place where, and in a way in which their disclosure to third parties is prevented.
4. In the case of disclosing or suspecting a disclosure of a Client's identifying data, the Access Password must be changed immediately.
5. Log out from the QUICKO System when moving away, or leaving the device.
6. Do not leave devices on which the QUICKO System is installed/used unsupervised.
7. Before Authorizing any Payment Order, always make sure that the data specified concerning the Transaction are correct.

8. When receiving a Password from Quicko, thoroughly read its content, with special consideration given to possible discrepancies with the Payment Order submitted.
9. It is strongly advised to use only legal and valid software, including anti - virus software.
10. Do not install applications from unsafe sources on your device.
11. Do not log in to the Quicko System when using an unknown, open-access, or not protected Internet access.
12. It is recommended to keep caution when opening e-mail messages from suspicious senders.
13. Any suspicious circumstances related to the use of the QUICKO System shall be immediately reported to Quicko.

## **VI. ACCOUNTS**

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

#### **[Opening an Account]**

1. Quicko provides the service of opening and running the following Accounts:
  - a. PLN Accounts,
2. The current information regarding the Accounts, including the currencies available for the Currency Accounts, are made available by Quicko on the Quicko Portal
3. Quicko opens, and keeps a PLN Account for an Individual Client, under a Contract for Opening and Running an Account concluded under the Framework Contract.
4. An Individual Client receives from Quicko a confirmation of opening the Account, immediately upon concluding the Contract for Opening and Running the Account, through the Quicko App.
5. Along with the conclusion of a Card Contract or placing the Order for issuing a Card, Quicko opens, and runs the Account associated with the Card, being a technical account.
6. Quicko reserves the right to refuse to open and run an Account or to temporarily freeze it in the case of a negative result of the Individual Client's data verification, or of suspecting actions not in line with valid regulations, and in particular, if a justified suspicion of actions not in line with the AML provisions exists.

#### **[Opening Another Account]**

7. An Individual Client may have more than one Account.
8. Opening another Account for an Individual Client takes place on the basis of an order placed through the contact with Quicko, and does not require concluding an annex to the Contract for Opening and Running the Account.
9. An Individual Client chooses the currency, which the other (second and further) Account will handle. The first Account of an Individual Client handles PLN.
10. An Individual Client receives from Quicko a confirmation of opening the Account, immediately after the Order is accepted by Quicko, through the Quicko App.

#### **[Account's Functionality]**

11. Each Account is kept as an individual personal account of an Individual Client. Quicko does not offer shared accounts.
12. The Accounts cannot be used by an Individual Client for cash settlements related to business operations.
13. The Accounts are not interest-bearing.

14. An Individual Client may use the funds collected on each Account up to the balance.
15. The total amount of the funds accepted by Quicko for the purpose of keeping on the Accounts cannot exceed the amount specified in the Contract.
16. Quicko issues a Virtual Card for an Account kept by an Individual Client, and additionally, a Payment Band when requested by the Individual Client.

#### **[Access to the Account and instructions related to the Account]**

17. The Accounts are accessible through the Quicko App
18. An Individual Client can access the information about the current balance on the Accounts and the transaction history on the Accounts:
  - a. through the Quicko App,
  - b. once a month in the form of an Operation Statement (the rules of preparing the Operation Statements are in item 10 of the Terms and Conditions).
19. An Individual Client places their instructions related to the Accounts by means of the Quicko App and the Helpline.

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

20. An Account kept for an Individual Client makes it possible to:
  - a. keep funds on the Account,
  - b. credit the Card Account with funds using a transfer instruction (Crediting the Card).
21. An Account kept for an Individual Client does not make it possible to perform transactions other than specified in item 7.§1.20 letter b of the Terms and Conditions.
22. Quicko reserves the right to expand the functionalities of an Account in the future, including making it possible to perform additional Transactions. The current information regarding the services provided by Quicko in connection with opening and keeping an Account is in the Quicko App as well as on the website <http://www.quickowallet.com>.

## **VII. CARDS**

### **§ 1 Prepaid Virtual Debit Card**

#### **[Issuing and activating a Virtual Card]**

1. Quicko issues a Virtual Card to an Individual Client on the basis of:
  - a. A Card Contract concluded under the Framework Contract,
  - b. An order placed by the Individual Client during the term of the Framework Contract.
2. A necessary precondition for issuing a Virtual Card is that an Individual Client owns an Account and can access the Quicko App.
3. Quicko issues a Virtual Card by making it available in the Quicko App as of the date of concluding the Card Contract, or by approving the Individual Client's order for issuing the Virtual Card submitted during the term of the Framework Contract.
4. A Virtual Card is only issued in the form of a digital record, and does not exist in the physical (plastic) form. On the card, the Card's number, the CVV2/CVC2 code, and the expiry date are stated.
5. A Virtual Card is active in the Quicko App immediately after it is issued, and does not require to be additionally activated by the Client.

6. An Individual Client may use a Virtual Card on any mobile device they own, which meets the minimum technical requirements for using the Quicko App. Using the Card in order to make contactless payments by means of an NFC module, the Mobile Device must have an NFC module. The card may be used on one mobile device only.

#### **[Using a Virtual Card]**

7. A Virtual Card is a prepaid card meaning that it requires to be credited in advance from an Account with the amount chosen by the Client. The Card may be credited cashless using an internal transfer from an Account to the Card Account associated with it (Card Credits).
8. The Card may be credited several times during the Card Contract.
9. Each crediting increases the Funds Available on the Virtual Card.
10. Quicko implements the Transactions made using the Virtual Card only up to the amount of the Funds Available on the Virtual Card and up to the Transaction Limit.
11. The transaction limit information is available in the Quicko System. The Transaction Limit may be changed on the terms specified in item X.§1 of the Terms and Conditions.
12. the information about the balance of the Funds Available, and the history of a Virtual Card Transactions are accessible through the Quicko App.
13. Card Credits may be returned only in the cashless form, by ordering an internal transfer from the Card's Account to another Account.
14. A Virtual Card makes it possible to:
  - a. perform Cashless Transactions remotely by phone, by mail, and in computer networks (the so-called e - commerce payment),
  - b. making contactless payments with the use of the NFC module when the Virtual Card is paired with a mobile device that employs the NFC technology,
  - c. performing cashless transactions with a QR code,
  - d. performing card -to- card transfers within the MoneySend service,
  - e. performing transfers from the Card to the Client's Account being managed by Quicko,
  - f. making cash payouts from ATMs that support contactless payments.
15. A Virtual Card does not make it possible to:
  - a. withdraw cash from ATMs which do not support contactless payments,
  - b. deposit cash in deposit ATMs.
  - c. withdraw cash using a terminal (Cash Back service),
  - d. deposit cash in deposit ATMs.
  - e. pre-authorization transactions
  - f. make transactions without online authorization
16. Quicko reserves the right to expand the functions of the Virtual Cards in the future. The up-to-date information regarding the Card's functionalities is listed on the Quicko Portal.
17. A Client has the right to cancel their Virtual Card at any time by:
  - a. The Quicko App,
  - b. the Helpline.
18. The expiration date of the Virtual Cards is specified in the Quicko App. After the expiration date expires, a Card is not renewed.
19. After the expiration date of a Virtual Card expires, it is not active, however, the Client still may transfer the funds from it to their Account via Helpline

### **VIII. RULES OF LIABILITY**

#### **[Client's Liability]**

1. A Client is required to protect the Card, in particular against unauthorized access to its data.

2. The Client cannot share the PIN number and passwords with third parties.
3. The Client can share the Card number and their data, including the CVV/CVC2 code, solely for the purpose of performing a Transaction, and reporting the fact of stealing their data.
4. The Client is fully responsible for any Transactions made using the Card and authorized during the term of the Framework Contract or the Card Contract, even if these Transactions have been settled already after the termination or expiration of the Contracts.
5. If the Client has made the Card data available, including the PIN number, the Password, or other Authorization data, to third parties, they are fully responsible for the Transactions performed by those persons.
6. With the exception of the situations, in which the Client failed to provide the notification according to item X.8 of the Terms and Conditions within 13 months from the date of debiting the Card, or from the day in which the Transaction was to be performed (excluding the situation mentioned in item XII.1 of the Terms and Conditions), in the event of an unauthorized Transaction, Quicko shall immediately, no later, however, than until the end of the Business Day following the day of observing the occurrence of the unauthorized Transaction, or after the day of receiving the corresponding report, bring the Account debited or the balance of the Funds Available on the Card back to the condition, which would exist, if the unauthorized Transaction didn't occur, except for the case when Quicko has reasonable and duly documented reasons to suspect a fraud, and shall notify the law enforcement authorities of this in writing.
7. An Individual Client is responsible for unauthorized Transactions performed from their Account, or up to the amount in the Polish currency of euro 50 (EUR) calculated using the average exchange rate announced by the National Bank of Poland valid on the day of executing the Transaction, if the unauthorized Transaction is a result of using the Individual Client's lost Card or a Card stolen from the Individual Client, or of a misappropriated one.
8. The limitation of the liability mentioned in item VIII.7 of the Terms and Conditions does not apply to a situation where an Individual Client couldn't observe the theft of their Virtual Card's, or their Payment Band's data before the Transaction - except when the Client acted intentionally, or the theft, or the unauthorized access to the data of their Virtual Card, or their Payment Band before the Transaction have resulted from any action or omission on the part of an employee, an agent, Quicko branch, or a technical service provider, who supports the provision of Quicko's payment services.
9. An Individual Client is responsible for unauthorized Transactions in full, if they've caused them deliberately or as a result of their intentional or grossly negligent breach of at least one of the obligations as specified in item VII.4 of the Terms and Conditions.
10. An Individual Client is liable for all the transactions performed after reporting the cancellation of their Virtual Card, or their Payment Band, if they result from the Individual Client's intentional fault.

#### **[Excluding Client's Liability]**

11. If Quicko requires no strong authentication of the users, an Individual Client is not responsible for any unauthorized Transactions, unless they've acted intentionally.
12. If Quicko fails to provide the Individual Client with the possibility of reporting the cancellation of their Virtual Card, or their Payment Band mentioned in item VII.§4.4 of the Terms and Conditions, the Client is not liable for any unauthorized Transactions, unless they've caused them intentionally.

#### **[Quicko's Liability]**

13. When a Payment Order is placed directly by a Client, Quicko is liable towards the Client for any non-performance or improper performance of the Transaction, unless:
  - a. Quicko proves that the Provider Recipient's account has been credited with the amount of the Transaction initiated by the Client no later than until the end of the next Business Day after receiving the Payment Order,
  - b. The Client has failed to provide the notification according to item XI.10 of the Terms and Conditions within 13 months from the date of debiting the Card Account, or from the day in which the Transaction was to be performed (excluding the situation mentioned in item XII.1 of the Terms and Conditions),
  - c. the unique ID provided by the Client is incorrect; in this situation, Quicko is required to take actions in order to recover the Transaction amount,
  - d. a force majeure event takes place,
  - e. the non-performance or improper performance of the Payment Order results from other legal regulations.
14. If Quicko is liable according to item VIII.13 of the Terms and Conditions, they bring the Account debited or the balance of the Funds Available back to the condition, which would exist, if the non-performance or improper performance of the Transaction didn't occur, immediately.
15. When the Payment Order is submitted by the Client to the provider who provides the payment transaction initiation service, Quicko brings the Account debited or the balance of the Funds Available back to the condition, which would exist, if its improper performance didn't occur. The supplier who provides the payment transaction initiation service is responsible for proving that Quicko has received the Payment Order according to art.49 of UUP, and that – in the scope of their competence – the Transaction was authenticated, recorded correctly, and was not under the influence of a technical breakdown or other defect related to the non-performance or improper performance of the Transaction, including a delayed execution. If the payment transaction initiation service provider is responsible for the non-performance or improper performance of any payment transaction, including its delay, they compensate Quicko immediately, at their request, the damage sustained or return the amount incurred as a result of making the return for the Customer's benefit.
16. In the event of the failure to execute or executing any Transaction improperly:
  - a. when initiated by the Client – Quicko, regardless of the liability issue, when requested by the Client, takes actions immediately in order to track the Transaction, and to notify the Client of their result,
  - b. when initiated by the Recipient or through their agency – the Recipient's Provider, regardless of the liability issue, undertakes at the Recipient's request immediate efforts to track the Transaction, and notifies the Recipient of their result.
17. In the event of the failure to execute or executing any Transaction, which was Quicko's responsibility, improperly, the liability also covers the fees and interest on any overdue indebtedness, which have encumbered the Client as a result of the non-performance of or executing the Transaction improperly.

## IX. TRANSACTIONS

### § 1 General Rules of performing Transactions by Quicko

#### [Transactions]

1. Quicko executes the following transactions:
  - a. Remote Transaction (e-commerce),
  - b. Cashless Transaction using POS Terminals,

- c. Contactless Transaction using NFC module,
  - d. QR code payment,
  - e. payout from ATM,
2. Quicko executes the following transactions on an Individual Client's Account:
  - a. Crediting a Card.
3. Quicko implements Transactions on the basis of a Client's Payment Order.
4. The Client expresses their consent for the Transaction by Authorizing it. The Authorization, excluding the situations expressly listed in the content of the Terms and Conditions, also includes the Transaction's amount. In the case of a direct debit and a standing order, the Authorization also includes all the transactions implemented as part of this Payment Order.
5. A Payment Order is considered received at the moment, when the Payment Order is received by Quicko. Quicko receives Payment Orders placed orally, in writing, and in the electronic form.
6. When Quicko receives a Payment Order on a day not being a Business Day, it is recognized that the Payment Order was received on the first Business Day following this day. A Card Account is never debited before a Payment Order is received.
7. A Payment Order initiated by the Client may be only cancelled until it is received by Quicko, unless the Regulations clearly state otherwise.
8. If a Payment Order is to be executed on a specific day, the Payment Order may be canceled until the end of the Business Day preceding the expected date when the execution of the Payment Order is to commence.
9. If a Transaction is initiated by the payment transaction initiation service provider or by the Recipient or through their agency – the Client cannot cancel the Payment Order after the payment transaction initiation service provider receives their consent for initiating the Transaction, or after the Recipient receives the permit to perform the transaction.

#### **[Fees and Commissions]**

10. The fees and commissions collected in connection with the Accounts and the Cards are in the Fees and Commissions Table.
11. An Individual Client is obliged to ensure there are funds on their Accounts necessary to cover the fees and commissions. Insufficient funds to cover any fees and commissions may lead to an indebtedness.

#### **[Overdue Indebtedness]**

12. A Client is required to control the balance on their account on a regular basis in order to verify whether or not any indebtedness, namely a negative balance, has arisen. The indebtedness should be repaid immediately, but no later than at the time indicated in the Operation Statements.
13. Quicko shall collect an interest from any overdue indebtedness from the day it arises until the date preceding its repayment, in an amount specified in the Fees and Commissions Table.
14. If there are no sufficient funds for the repayment of any overdue indebtedness on a given Account or Card, the Individual Client irrevocably authorizes Quicko to collect the indebtedness amount from other Accounts of the Client or from their Cards, including the Currency Accounts.
15. In the case of crediting the Account, on which the overdue indebtedness has arisen, those funds will be used in the following order for the repayment:
  - a. of the fees and commissions charged,
  - b. of the interest rates on the indebtedness overdue,
  - c. of the indebtedness overdue.
16. Any subsisting overdue indebtedness may be the basis for the termination of the Contract by Quicko, on the terms specified in item XIII.§2 of the Terms and Conditions.

## § 2 Card Transactions

### [Card Transactions Authorization]

1. A transaction performed using a Card is authorized in one of the following ways:
  - a. accepting the Transaction amount, and entering the PIN number on the POS Terminal,
  - b. affixing a signature on the document confirming the Transaction (printout from the POS Terminal),
  - c. placing a mobile device with a Virtual Card in a terminal in order to read the data from the Card,
  - d. accepting the form and the amount of the Transaction, and entering the PIN number in the ATM,
  - e. providing the Merchant with the Virtual Card data during a Remote Transaction. (The Merchant may ask for the Virtual Card's number, the Individual Client's data, the expiration date of the Virtual Card (understood as the month and year in the MM/YY format), the CVV2 or CVC2 code, and also the 3D - Secure code. Merchant **cannot** ask for the Virtual Card's PIN or transferring its image.)
2. When Authorizing a Cashless Transaction performed using a Card, when requested by the Merchant, the Client should produce their identity document. The failure to produce the identity document may constitute a cause to refuse the payment by the Merchant.
3. A Transaction performed using a Virtual Card is authorized by bringing the device close to a Contactless Reader and authorizing the transaction on the device.
4. Quicko executes Payment Orders by applying strong authentication according to the requirements resulting from the binding legal provisions.

### [3D-Secure Service]

5. When ordering a Remote Transaction with a Card, on which the 3D-Secure Service is activated, the Merchant may require entering the 3D - Secure Code. The failure to provide the 3D-Secure Code in a situation when this is required shall result in a refusal to execute the Transaction.
6. The 3D-Secure codes are sent in the form of a push message in the Quicko System /a text message to a Client's number.
7. One condition for using the 3D-Secure Service is its availability at the Merchant's.

### [Card Transaction Currency]

8. The Transactions performed using a Card are implemented in the currency of the country, in which they have been completed, unless the Terms and Conditions clearly state otherwise.
9. The Transactions authorized at the Merchants having their seat outside Poland are treated as Foreign Transactions, regardless of the Transaction currency chosen. In the case of Transactions authorized at the Merchant's in Polish zlotys (PLN), whose registered office is located abroad, the Transaction is settled by Quicko in Polish zlotys (PLN).
10. In the case of Transactions involving a Merchant, who accepts choosing the currency transaction, the Customer may be asked to choose the Transaction currency from the list of the currencies available.
11. If a Client purchases a product or a service in a foreign currency, and then returns the product or service, the Client is liable for any possible foreign exchange rate differences arising on this account.

12. A Transaction performed using a Card in a foreign currency is converted into Polish zloty (PLN) at the Mastercard/Visa Ecvhange Rate binding on the date of the Transaction's settlement, except for the Transactions completed with a Card issued for a Currency Account.
13. The Account of the Card issued for a PLN Account, a Virtual Card, or the Card in a Payment Band is charged under any Transaction conducted in a currency other than Polish zloty (PLN) in Polish zlotys (PLN), and constitutes the basis for charging a currency conversion fee for the Transaction, in accordance with the Table of Fees and Commissions.
14. In the case of making a Foreign Transaction using a Card, the Merchant may deduct an additional fee (the so-called surcharge). The collection of such a fee and its amount are independent from Quicko. A Customer or any Authorized Representative should become familiar with the settlement rules applied by any Merchant.
15. Exchange rate changes may be applied without any prior notification, provided that: (i) they are more beneficial for the Clients, or (ii) result from changes in the foreign exchange benchmark rates, the application of which is provided for in the Regulations.

## **X. STATEMENT OF OPERATIONS**

1. At a Client's request, Quicko prepares and makes available to the Clients an Operations Statement taking into consideration the up-to-date balance by the 30th day of each month (in the case of months with less than 30 days - by the last day of the month).
2. An Operations Statement is made available to a Client free of charge in an electronic form to the e-mail address provided by the Client.
3. At a Client's request, Quicko provides Operations Statements also by an unregistered letter to the address for correspondence specified by the Client, for a fee according to the Fees and Commissions Table.
4. Quicko sends to the Individual Clients, free of charge, at least once a calendar year, a statement of the fees for the services related to the payment accounts, collected in the period covered by the statement, mentioned in Art.32b of UUP. This statement is made available to the Individual Clients in the Quicko System, with the option of downloading the .pdf form, and if they request this - in the paper form, sent to the address for correspondence specified by the Client.
5. A Client may choose the way of delivering the Operation Statements at any time by submitting a request via e-mail to [support@quickowallet.com](mailto:support@quickowallet.com).
6. Each Operations Statement contains the following information related to the history of the Transactions settled in a given settlement cycle:
  - a. the Transaction date,
  - b. the Transaction amount,
  - c. the Transaction currency, and the foreign exchange rate used to convert the transactions, if they involve any currency conversion,
  - d. a description of the Transactions enabling their identification (including in the case of a payment with a card also the approving facility or the title of the transactions performed),
  - e. the fees and commissions collected by Quicko in relation to the implementation of the Transactions.
7. Each Operations Statement covers all the Accounts and Cards owned by a Client.
8. In the event that any non-conformities are observed in the balance, the Client should report this fact to Quicko immediately, but no later than within 14 days from receiving the statement.
9. The up-to-date information regarding the client's balance and the operations completed is available to the Client in the Quicko System.
10. In the event of terminating or withdrawing from the Framework Contract, the Card Contract, or the Contract for Opening and Running the Payment Account, Quicko transfers to a Client, no later than

within 14 days from the termination or withdrawal, the Operations Statement for the period for which no Operations Statement has been prepared until the day of terminating the Framework Contract, the Card Contract, or the Contract for Opening and Running the Payment Account.

## **XI. COMPLAINTS**

1. A Client is authorized to file a complaint regarding the services provided by Quicko, including in the scope of the Clients' rights and obligations resulting from UUP. Quicko examines the complaints.
2. The complaint should include:
  - a. the Clients' name and surname,
  - b. the number of the Account or of the Card covered by the complaint,
  - c. the correspondence address or the e-mail address,
  - d. a description of the incident being the subject of the complaint,
  - e. the expected way of settling the complaint.
3. A precise description of the event covered by the complaint included in its content shall facilitate and speed up the complaint process. A Client may attach to their complaint documents confirming its justification.
4. Complaints may be submitted:
  - a. in the electronic form:
    - i. by sending an email to the address [support@quickowallet.com](mailto:support@quickowallet.com),
  - b. on paper by:
    - i. sending the signed complaint by mail to Quicko's correspondence address (the up-to-date addresses to which complaints can be sent are available on Quicko's website),
    - ii. by filing a complaint in person at Quicko's seat,
  - c. orally via the Helpline, or at Quicko's seat.
5. Upon the Client's request, Quicko shall provide them with a confirmation of receiving the complaint.
6. During the complaint procedure, Quicko may request additional explanations or documents necessary to examine the complaint.
7. Quicko answers the complaints without an unnecessary delay, however, no later than within 15 Business Days from the date of receiving the complaint. In particularly complex cases, when it is impossible to examine a claim and answer within this time, it may be prolonged to 35 Business Days, after informing the Client of the cause of the delay, and of the circumstances which must be specified in order to examine the case,
8. To keep the deadlines referred to in item XI.7 of the Terms and Conditions, it is sufficient to send the answer prior to their expiration, and for any answers given in writing – to dispatch at the post office of the designated operator as defined by art. 3 item 13 of the Act of November 23 2012 – Postal Law.
9. Quicko gives the answer to the complaint:
  - a. in writing – by mail to the address specified by the Client in their complaint report,
  - b. by e-mail – to the e-mail address specified by the Client in their complaint report – solely at the Client's express request for a reply in this form.
10. The Client is required to report any complaints concerning unauthorized Transactions not executed, or executed in an unauthorized way without an unnecessary delay, (namely as fast as possible in normal circumstances) after receiving the current Operation Statement or after the Transactions information is made available in the Card Account history in the Customer Panel/the Quicko App, or after becoming aware of them in any other way, but no later than within 13 months from the date:

- a. of debiting the payment account, or from the day in which the transaction was to be performed,
  - b. from the day of executing the unauthorized or unduly performed payment transactions, or from the day in which any payment transaction was supposed to be performed - when the Client does not use the payment account.
11. In the case of complaints regarding payment transactions performed by unauthorized persons (e.g. theft, phishing, losing the pay card), submit a statement in writing that describes the circumstances of the unauthorized Transaction. In such a case, it is also recommended for the Client to report the crime suspected to the law enforcement authorities, and to attach a document that certifies such a report to the complaint.
12. A Client should notify Quicko immediately of not receiving the information regarding the Transactions in the manner specified in the Terms and Conditions.
13. Filing a complaint does not release the Client from settling their obligations towards Quicko in time.
14. In justified cases, Quicko credits an Account conditionally for the time of the complaint procedure. In the case of a negative outcome of any complaint or of the Transaction amount being refunded to the Account by the Recipient, Quicko debits the Account with the amount credited before.
15. If the Client is not satisfied with the examination of their complaint by Quicko, they may file a complaint to the Financial Ombudsman.
16. The supervisory body competent for Quicko is the Financial Supervision Authority.
17. The supervisory body competent for Quicko with regard to protecting the consumer rights is the Office for Protection of Competition and Consumers (UOKiK).
18. A Client may file a complaint to the Polish Financial Supervision Authority against Quicko. Also natural persons, corporate persons, and organizational units other than corporate persons with legal capacity by virtue of the Act<sup>1</sup>, which have been denied payment services, and consumer organizations have such a right.
19. A Client, being a consumer, may apply for a free legal assistance to the Municipal or County Consumer Ombudsmen
20. In the event of a dispute with a Client being a consumer, they may use an out-of-court settlement, including (i) mediation, (ii) arbitration, (iii) the operations of complaint commissions. The detailed information regarding the methods of settling out-of-court are available on UOKiK's website at: [https://uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php), at UOKiK contact point's phone: 22 55 60 332 or 22 55 60 333, and also via e-mail –by sending an e-mail to the address: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl).
21. The entity competent for settling disputes resulting from the contract concluded between a Client being a natural person and Quicko out-of-court is the Financial Ombudsman. The contact details of the Financial Ombudsman and the detailed information on the procedure are available on the website [www.rf.gov.pl](http://www.rf.gov.pl), via phone: 22 333 73 25, and also via e-mail – by sending an e-mail to the address: [biuro@rf.gov.pl](mailto:biuro@rf.gov.pl).

## **XII. REFUNDING AUTHORIZED AMOUNT**

1. An Individual Client is entitled to demand from Quicko a Transaction amount authorized by the Client and executed to be returned, in the case of fulfilling the following conditions:
  - a. the application for returning the amount of the authorized Transaction is submitted within 8 weeks from the date of debiting the Account, and when they do not use the Account- starting from the day of executing the Transaction,
  - b. at the time of the Authorization the exact Transaction amount was not specified,

- c. the Transaction amount is higher than the amount which could be expected by the Individual Client, taking into account the type and the value of the previous Transactions, the provisions of the Regulations, and the circumstances significant for the case.
2. Quicko may demand that the Individual Client present the actual circumstances that imply meeting the conditions specified in item XII.1 of the Terms and Conditions, and the Individual Client cannot refer to the causes related to any currency exchange, if the exchange rate has been determined by the benchmark exchange rate in line with the Regulation.
3. The Individual Client is unconditionally entitled to have an already authorized and completed payment Transaction returned, if it is a payment order transaction.
4. The return covers the full amount of the Transaction.
5. The Currency Date for crediting a Card Account cannot be later than the date of debiting with this amount.
6. Within 10 Business Days from the date of receiving the demand mentioned in item XII. 1 of the Terms and Conditions, Quicko shall refund the amount of the Transaction to the Card Account, or shall specify the reasons for refusing its return, specifying the authorities, to which the Client can, according to article 15 of UUP, file a complaint, if they do not agree with the justification presented.
7. An Individual Client is not entitled to have the amount of a Cashless Transaction refunded, when:
  - a. they have consented to the performance of the Transaction directly by Quicko,
  - b. the notification of the future Transaction has been delivered properly to the Client by Quicko or the Recipient, in the agreed manner, at least four weeks before the time of executing the order, or was made available to the Client by Quicko or the Recipient in the agreed manner for a period of at least 4 weeks before the time of executing the order.

### **XIII. PROCEDURE AND CONDITIONS OF ENDING CONTRACTS**

#### **§ 1 Withdrawal from the Framework Contract and the Contracts Concluded within its Performance**

1. An Individual Client is entitled to withdraw without a cause from:
  - a. The Framework Contract and all the contracts concluded within it and on its basis,
  - b. The Contract for Accessing the Payment Services by Means of the Quicko App,
  - c. the Contract for Opening and Running the Payment Account,
  - d. the Card Contract.
2. The withdrawal from the Contract for Accessing the Payment Services by Means of the Quicko App results in the automatic termination of these contracts, the performance of which is allowed only by means of the Quicko App, namely the Contract for Opening and Running the Payment Account, and the Card Contract.
3. The withdrawal from the Contract for Opening and Running the Payment Account results in the automatic termination of the Card Contract.
4. The deadline for withdrawing from the Contract is, for an Individual Client:
  - a. 14 days from its conclusion
  - b. in the case of withdrawing from the Card Contract – within 14 days from its conclusion, and if the Individual Client has performed no Transactions using the Card – additionally within 14 days from the date of issuing the Card for the first time.
5. The deadlines mentioned in item XIII.§1.2 of the Terms and Conditions are deemed to be kept, if the statement is sent before they elapse.

6. When submitting the statement of withdrawing from any Contract, a Client may use the auxiliary template of the statement of withdrawing from the Contract, which constitutes Appendix 1 to the Framework Contract.
7. A Client may submit the statement of withdrawing from any Contract:
  - a. in writing - by sending it to Quicko's mailing address (the up-to-date addresses, to which complaints can be sent, are available on Quicko's website),
  - b. in writing - in person at Quicko's seat,
  - c. in writing - by sending it to the e-mail address support@quickowallet.com
8. It shall be deemed that a Contract, from which a Client has withdrawn, has never been concluded.
9. A Client does not bear any costs related to withdrawing from contracts, except for:
  - a. paying for any services fulfilled until the termination of the contract, if their execution has occurred upon a clear demand from the Client before the expiration of the deadline mentioned in item XIII.§1.4 letter a of the Terms and Conditions,
  - b. in the case of withdrawing from any Card Contract - the costs related to issuing the Card.
10. As a result of withdrawing from the Framework Contract or any Card Contract, the Card is blocked.
11. Within 30 days from the date of the withdrawal, the Client should:
  - a. pay out any funds located on the Account or indicate a bank account for transferring them - otherwise, after the withdrawal period expires, Quicko transfers the balance to an internal non-interest-bearing account;
  - b. pay off the indebtedness on the Account - otherwise the debt becomes overdue.

## **§ 2 Termination of the Framework Agreement and of the Contracts Concluded within its Performance**

### **[Termination of the Framework Agreement and of the Contracts Concluded within its Performance by a Client]**

1. A Client may terminate the Framework Contract or the contracts concluded within its performance at any time, with 1-months' notice.
2. The course of the notice period starts running on the day of the termination statement being received by Quicko.
3. If the Client files an objection against changes in the Table of Fees and Commissions, on the terms as specified in the Framework Contract, the Framework Contract is terminated with immediate effect on the day when the objection is received by Quicko.
4. Any termination statement should be signed by an Individual Client. In the event of justified doubts as to the authenticity of the signature under any Contract termination statement, Quicko may contact the Client to confirm the fact of the termination.
5. A Client may file any statements of terminating the Framework Contract or particular contacts concluded in its performance:
  - a. in person at Quicko's seat - in such a case, the termination period runs from the date of submitting the statement,
  - b. in writing, by sending the statement to Quicko - the termination time runs in such a case, from the day of delivering the statement to Quicko,
  - c. in writing using the form available on the Quicko Portal.
6. Any termination as a result of withdrawing from:
  - a. any Contract for Accessing the Payment Services by Means of the Quicko App or any Contract for Accessing the Client Panel - results in the automatic termination of these contracts, the performance of which is allowed only by means of the Quicko System,

- namely the Contract for Opening and Running a Payment Account, and the Card Contract,
- b. any Contract for Opening and Running a Payment Account - results in the automatic termination of the Card Contract,
  - c. any Card Contract - results in the automatic termination of the Contract for Running the Payment Account in the case of a contract concluded with an Individual Customer.
7. If the Framework Contract is terminated by a Client less than 6 months from the date of its conclusion, Quicko is entitled to charge a fee for terminating the Framework Contract in the amount indicated in the Fees and Commissions Table. This fee is equal to the costs incurred by Quicko in connection with concluding the Framework Contract.
  8. Until the end of the notice period, the Client should:
    - a. use the funds located on the Account, including by paying them out, or specifying a bank account for Quicko to transfer them - otherwise, after the withdrawal period expires, Quicko transfers the balance to an internal non-interest-bearing account;
    - b. pay off the indebtedness on the Account - otherwise the debt becomes overdue.

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

9. Quicko may terminate the Framework Contract, with a 2 -months' termination notice in the following cases (material causes for termination):
  - a. a justified suspicion of forging a Card, or of its unauthorized or illegal use,
  - b. a reasonable suspicion that the Account is used to introduce funds coming from illegal or non-disclosed sources,
  - c. a reasonable suspicion that the Account, the Card, or the Quicko System made available to the Client, are used not in line with their intended use, the binding legal regulations, or the Quicko Services' Terms and Conditions,
  - d. the failure to repay any Overdue Debt, existing to the Account, in spite of Quicko calling the Client to repay within not less than 7 days,
  - e. providing by the Client in their Application, or upon concluding the Framework Contract, untrue or outdated data or information that have influenced Quicko's decision to conclude the Contract with them, in particular regarding the details that influence the evaluation of the risk associated with concluding the Framework Contract with the Client,
  - f. the Client using invalid, forged, or tampered documents in the process of the conclusion and performance of the Framework Contract or the Contracts concluded within its performance,
  - g. no activity on the Account for a period of subsequent 24 months,
  - h. in other cases, as provided by the law.
10. Quicko delivers a statement on terminating the Framework Contract to the Client by sending a written statement to the address for correspondence specified by the Client. The notice period starts running from the day of delivering the statement to the Client. In the statement, Quicko informs of the termination cause.
11. Until the end of the notice period, the Client should:
  - a. use the funds located on the Account, including by paying them out, or specifying a bank account for Quicko to transfer them - otherwise, after the withdrawal period expires, Quicko transfers the balance to an internal non-interest-bearing account;
  - b. pay off the indebtedness on the Account - otherwise the debt becomes overdue.
12. Regardless of the termination, the Client is responsible for fulfilling all the duties arising during the validity of the Framework Contract and the Contracts concluded within its performance.

### **§ 3 Other Termination Cases**

1. The Parties may at any time terminate the Framework Contract and the contracts concluded within its performance based on an agreement between the parties, with immediate effect, or upon the expiration of the date specified in the content of the termination agreement. The principles of paying out the funds located on the Account are specified in the termination agreement.
2. The Framework Contract expires with the death of an Individual Client, in the case of other Clients - when they cease to exist as legal entities. After the final and binding certificate of acquiring the inheritance after the Client, or the deed of succession certificate is presented, Quicko notifies the person named in these documents as the heir of the funds on the Account.

## **XIV. REGULATION CHANGE PROCEDURE**

### **[Regulation Change]**

1. Quicko reserves the right to introduce changes in the Table of Fees and Commissions in the cases specified in the Framework Contract.
2. Quicko reserves the right to change the Terms and Conditions of the Quicko Services for the following valid reasons:
  - a. new regulations are enacted, or legal regulations are changed which influences the mutual rights and obligations between the parties resulting from the Contracts concluded with the Client,
  - b. decisions, recommendations, guidelines, good practices, or other documents are issued which Influence the mutual rights and obligations between the parties resulting from the Contracts concluded with the Client,
  - c. administrative decisions or court rulings are issued which Influence the rights and obligations between the parties resulting from the Contracts concluded with the Client,
  - d. there is a change in the scope, or the method of providing the services covered by the Quicko Services' Terms and Conditions, also by cancelling, or changing any previous services, or introducing new services - and in such a case, the Client shall not be obliged to use them and bear any related fees, unless they consent to this,
  - e. the services covered by the Terms and Conditions are adapted to the market conditions in connection with technological progress,
  - f. it is required to particularize the Terms and Conditions of the Quicko Services.

### **[Informing of changes in the Regulations]**

3. Quicko notifies the Clients of any changes planned in the Regulations related to new services to be provided to the Clients, by sending the updated text of the Regulations:
  - a. to the Client's e-mail address - at their request,
  - b. to the Client's mailing address - in other cases.
4. Quicko reserves the right to additionally remind the Clients of the coming changes in the Terms and Conditions via text messages.
5. Quicko notifies the Clients of any changes planned in the Regulations no later than 2 months before they come into force.
6. Before the changes in the Regulations come into force, the Clients have the right to:
  - a. terminate the Framework Contract without incurring costs with the effect as from the day of notifying the Client of the planned change in the Regulations, no later however than starting from the day, when these changes were applied,

- b. file an objection against the changes proposed without terminating - in such a case, the Framework Contract concluded with a Client expires effectively as of the day before the changes in the Regulations come into force, without incurring costs.
7. If a Client files no objections against any changes in the Regulations before they come into force, it is deemed that they have expressed their consent thereto.
8. The form of a Client's statements regarding the objections against any changes in the Regulations are subject to the rules specified for terminating contracts in item XIV of the Terms and Conditions of the Quicko Services.

#### **[Changes in the Regulations not Requiring an Annex]**

9. Changes made by Quicko in the scope of:
  - a. introducing new products or services,
  - b. changes in the Fees and Commissions Table,
  - c. changes in the Terms and Conditions, introduced according to item XV of the Terms and Conditions,
  - d. Issuing a new Card instead of the cancelled onedo not require signing an annex to the Contracts.

### **XV. FINAL PROVISIONS**

#### **[Communication]**

1. Quicko contacts the Clients using the correspondence addresses, e-mail addresses, and phone numbers provided or known to Quicko.
2. A Client is required to inform Quicko of:
  - a. each change in the telephone/address data,
  - b. each change in the data provided in order to properly implement the Contracts.
3. A change in the data should be communicated to Quicko in writing.
4. A Client may communicate with Quicko through:
  - a. the Helpline,
  - b. by e-mail using the address [support@quickowallet.com](mailto:support@quickowallet.com) ,
  - c. in writing to the address: ul. Sienkiewicza 49, Tarnowskie Góry.

#### **[Client Safe Notification Procedure]**

5. If the case of a fraud, a suspicion of a fraud, or safety risks, Quicko promptly notifies the Client of this fact by phone- to the phone no. specified by the Client. Quicko identifies a Client by asking them verification questions, the answers to which should be known only to the Client.
6. If it is not possible to contact by phone, or a Client's identity couldn't be verified by phone, Quicko shall notify the Client in writing by registered mail to the correspondence address specified by the Client.

#### **[Other Provisions]**

7. Any disputes between Quicko and the Clients shall be settled by the locally competent court.
8. In any matters not regulated by the Quicko Services' Terms and Conditions, the commonly binding laws of Poland are applicable.