

TERMS AND CONDITIONS OF THE CAPHEI WEBSITE

§ 1 [Definitions]

The capitalized terms used in the content of the present terms and conditions shall have the following meanings:

1. **Fenige** – Fenige S.A. with registered office in Warsaw, at ul. Promienna 38/1, 03-672 Warsaw, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 14th Commercial Division, under the KRS number 0001057371, holding NIP [tax ID] 118-209-20-36, REGON 146693435, providing the Transaction service via the Website;
2. **Password** – a confidential string of letters, numbers and special characters, used to authenticate the User when logging into the Profile;
3. **Payee** – a natural person, who is the recipient of the amount of the Transaction service;
4. **Profile** – the functionality of the Website to which the User gains access after authentication and which can be used, in particular, to submit a Payment Order;
5. **Terms and Conditions** – the present terms and conditions;
6. **C2C Terms and Conditions** – Terms and conditions of the Card-to-card, BLIK-to-card and Account-to-card Transaction services (single transaction agreement) available to the User on the Website when ordering the Transaction;
7. **Website** – a website at <https://caphei.com>, through which Fenige provides software enabling the Payer to submit a Payment Order and which operates in accordance with the Terms and Conditions;
8. **Transaction** – Card-to-Card Transaction, BLIK-to-Card Transaction or Account-to-Card Transaction, constituting a money transfer payment service, defined in detail in the C2C Terms and Conditions;
9. **Agreement** – an agreement regulating the rights and obligations of the User and the Company in connection with the use of the Website, concluded by accepting these Terms and Conditions;
10. **User** – a natural person over 16 years of age or a legal person represented by its authorized representative or an organizational unit without legal personality, who has registered a Profile on the Website and uses its functionalities, including submitting Payment Orders through it. The term User in these Terms and Conditions corresponds to the term Payer in the C2C Terms and Conditions;
11. **Payment Order** – a statement of the Payer containing an instruction to Fenige to execute the Transaction.

§ 2 [Subject of the Terms and Conditions]

The subject of the Terms and Conditions is to define the principles for using the functionality of the Website.

§ 3 [User Profile]

1. Using all the services of the Website is only possible after creating a Profile and accepting the Terms and Conditions.
2. The Profile enables its User to:
 - a) submit a Payment Order,
 - b) save and change their personal data,
 - c) save and change their payment card details,
 - d) save and change the Payees' data,
 - e) communicate with Fenige,
 - f) initiate and carry out the User verification procedure in accordance with the principles of counteracting money laundering and terrorist financing (KYC verification).
3. The User, acting on their own behalf, may submit an application for the creation of a Profile by filling in and sending Fenige the registration form via the Website and accepting the Terms and Conditions.

4. In order to submit an application for the creation of a Profile, it is necessary to provide the following details, in the registration form:
 - a) full name,
 - b) residence address,
 - c) phone number,
 - d) email address,
 - e) ID card or passport number,
 - f) and to set the Password.
5. Along with the acceptance of the application for the creation of the Profile and the acceptance of the Terms and Conditions, the Agreement is concluded.
6. The User may save in the Profile further data required to use the Transaction service:
 - a) their payment card details - payment card number, expiry date of the payment card. The User may save in their Profile only the data of such a payment card of which they are the holder and for which they have the right to use it,
 - b) data of the Payees – their full name, payment card number and (optionally) e-mail address,
 - c) their image and other required data – in order to pass the KYC verification.
7. In order to keep the documentation up to date and accurate, the User undertakes to provide Fenige only with true and accurate personal data and to notify Fenige of any changes in this regard as soon as possible. The User may notify Fenige of changes via the Website or using the data indicated at <https://caphei.com> in the contact tab. The User remains responsible for the validity of the contact details provided to Fenige.
8. In order to log in to the Profile, the User is obliged to provide the e-mail address provided during registration or subsequently changed after registration and the Password.
9. What is required to use the Website and Profile, is a device with Internet access with the latest version of the Chrome, Firefox, Edge or Safari web browser installed and acceptance of cookies or a mobile device with Internet access with the latest version of Android or iOS installed.
10. The use of the Website's functionalities is free of charge. The use of the Transaction service is payable on the terms set out in the C2C Terms and Conditions. Information on fees for using the Transaction service in accordance with the C2C Terms and Conditions is made available to Users on the Website.

§ 4 [Submission of a Payment Order]

1. Placing a Payment Order and using the Transaction service requires the User to accept the C2C Terms and Conditions.
2. The rules for the performance of the Transaction service by Fenige are set out in the C2C Terms and Conditions.

§ 5 [Security]

1. The use of the Website's functionalities is allowed only for purposes that comply with the law and the Terms and Conditions. It is forbidden to use the Website to provide unlawful content, including content that is inconsistent with reality, violates the rights of third parties or is contrary to morality.
2. The User is obliged to take the necessary precautions to prevent breach of the Password, in particular the User should store the Password with due diligence and not disclose it to unauthorized persons.
3. You should only use the Profile if you are confident that the device you are using is fully secure, malware-free, and has an up to date operating system, drivers, applications, and antivirus software.
4. If the User finds that an unauthorized person has gained or may have gained access to the Password, including in the result of its loss, theft or misappropriation, they should immediately notify Fenige of this fact. The notification referred to in the previous sentence should be provided to Fenige via the Website or using the data indicated at <https://caphei.com> in the contact tab.
5. The User may manage their Profile using the functionality of the Website.
6. In the event of fraud or suspected fraud or security threats, Fenige may block the Profile. In this case, the User should contact Fenige immediately to clarify the situation.

§ 6 [Complaints]

1. The User may submit a complaint if the services related to the Website provided under the Agreement are performed contrary to the provisions of the Terms and Conditions or otherwise violate the provisions of applicable law.
2. The complaint should be submitted immediately after the occurrence of the basis for the complaint.
3. Users may submit complaints regarding the services provided under the Agreement:
 - a) in writing – by mail to Fenige's address or serving it in person at Fenige's registered office,
 - b) in oral form - in person at the Fenige headquarters or by phone: +48 576 140 180,
 - c) in electronic form to the following e-mail address: complaints@fenige.pl.
4. A complaint shall include at least the following details:
 - a) the basis for filing a complaint and a description of the subject of the complaint,
 - b) data enabling identification of the User submitting the complaint,
 - c) the User's e-mail address.
5. The User is obliged to provide explanations and assistance in matters related to the submitted complaint, if the provision of explanations or assistance is not contrary to the provisions of applicable law.
6. Fenige shall notify the User about the manner of considering the complaint regarding the services provided under the Agreement within 30 days from the date on which the complete complaint was received by Fenige. Fenige shall provide the User with a response to the complaint on paper or other durable medium, e.g. in a message sent to the e-mail address provided by the User.
7. The rules for submitting and handling complaints regarding the Transaction service are set out in the C2C Terms and Conditions.

§ 7 [Personal Data Protection]

1. Providing personal data to the extent necessary, indicated in § 3 of the Terms and Conditions, is voluntary, but is a prerequisite for registration at the Website and the conclusion and performance of the Agreement.
2. Fenige has the status of a national payment institution, which means that it is an obligated institution within the meaning of the AML Act, which as part of its activities is obliged to apply financial security measures to Payers (including identification and verification of their identity) and fulfil other obligations under the AML Act and in this respect also acts as the controller of their personal data.
3. Fenige has appointed a Data Protection Officer, who can be contacted at the following e-mail address: iod@fenige.pl in matters related to the processing of personal data by Fenige.
4. Fenige processes personal data in order to:
 - a) provide the Website services to the User (pursuant to art. 6 section 1 (b) of GDPR),
 - b) the implementation of legal obligations in connection with the need to apply appropriate financial security measures and the implementation of other obligations under the AML Act, as well as other obligations specified in the provisions of generally applicable law, in particular the Act or accounting and tax acts (pursuant to art. 6 section 1 (c) of the GDPR).
 - c) establish, investigate or defend against claims – on the basis of Fenige's legitimate interest, which is the exercise of the above rights (art. 6 section 1 (f) GDPR).
8. Fenige is entitled to provide information about the Payers' data to the relevant state and regulatory authorities, if such an obligation arises from the provisions of law, including in particular the Act and the AML Act.
9. Personal data may be transferred to IT services, telecommunications service providers and customer service providers in order to enable the provision of the Website services to the User.
10. Each and every person, whose personal data is processed by Fenige has the right to access the data concerning them, the right to rectify, correct, request limitation of processing, transfer, deletion, object to their further processing by Fenige, and in the event of consent to the processing of data, to its withdrawal at any time without affecting the lawfulness of the processing, which was carried

out on the basis of consent prior to its withdrawal, by writing for this purpose to the following e-mail address: iod@fenige.pl. However, the exercise of the above rights may not affect the rights and obligations of Fenige set out in sections 4 b) and c) of the present paragraph.

11. Personal data are processed throughout the term the User holds their Profile on the Website. In addition, personal data are processed to the extent necessary for accounting, tax purposes and for the purposes of preventing money laundering and terrorist financing for the period resulting from applicable law and to the extent necessary to establish, pursue or defend against claims for the period of limitation of claims under these Terms and Conditions and for the duration of pending proceedings.
12. Any person, whose personal data is processed by Fenige has the right to lodge a complaint regarding the processing of their data by Fenige with the supervisory authority dealing with the protection of personal data - the President of the Polish Office for Personal Data Protection.
13. Further information on the protection of personal data as well as on the rules for the use of cookies can be found in the Fenige privacy policy available at <https://caphei.com>.

§ 8 [Term of the Agreement]

1. This Agreement is concluded for an indefinite period.
2. The User has the right to terminate the Agreement at any time with immediate effect, by:
 - a) submitting a written statement to the following address: Fenige S.A. ul. Promienna 38/1, 03-672 Warszawa,
 - b) sending a statement in electronic form to the e-mail address indicated at <https://caphei.com> in the contact tab
3. If a notice of termination is sent electronically, Fenige will immediately send a confirmation of receipt of the notice of termination to the e-mail address provided by the User.
4. Termination of the Agreement by the User does not affect the effectiveness of Payment Orders submitted until its termination.
5. Fenige is entitled to terminate the Agreement with immediate effect for the following reasons:
 - a) in the event of a breach of the provisions of the Terms and Conditions by the User and when Fenige requests the User to cease the indicated breach within 7 days under pain of termination of the Agreement, and the User violates them again or does not cease to violate these provisions after the expiry of the period indicated by Fenige,
 - b) in the event of the User taking actions or actions contrary to generally applicable law that affect the manner of performance of the Agreement,
 - c) in the event that Fenige acquires information from state authorities about the commission or suspicion of a crime by the User using the Website,
 - d) in the case of providing false or inaccurate data by the User, in the absence of updating these data, as well as in the case of using false, forged, counterfeit documents or documents attesting something that is untrue,
 - e) if the obligation to terminate the Agreement by Fenige results from the provisions of law.

§ 9 [Amendments to the Terms and Conditions]

1. Fenige is entitled to change the Terms and Conditions only for the following important reasons:
 - a) in the event of a change in the legal status, resulting in the requirement to introduce changes to the Terms and Conditions,
 - b) in the event of a ruling by a common court or issuing a decision, recommendation, guideline or other act binding Fenige by a public administration body, resulting in the need to amend the Terms and Conditions,
 - c) in order to improve the existing functionalities or services provided by Fenige in order to increase the level of security, protection of personal data or improve the usability of the functionalities or services provided by Fenige, whereby the amendment to the Terms and Conditions may only concern the introduction of provisions or amendment of provisions related to these functionalities or services,

- d) in the event of a change or resignation from certain functionalities or services provided by Fenige,
 - e) in the event of significant threats to the security of services provided under the Terms and Conditions or the protection of data processed in connection with the performance of the Terms and Conditions – whereby a change to the Terms and Conditions may be made only to the extent necessary to remove or change these functionalities or services.
2. The User will be notified about the proposed changes to the Terms and Conditions:
 - a) when logging in to the Profile – further use of the Profile will then only be possible after reading the new content of the Terms and Conditions and their acceptance, or
 - b) by e-mail no later than 14 days before the date of their entry into force; until the date of entry into force of the changes, the User is entitled to terminate the Agreement with immediate effect in the manner indicated in § 8 point 2; if, before the proposed date of entry into force of the changes to the Terms and Conditions, the User does not terminate the Agreement or does not object to the changes – which is tantamount to terminating the Agreement with immediate effect, this will mean that they agree to the changes.
 3. Termination of the Agreement and objection to changes to the Agreement may be submitted by the User in writing or by e-mail to the address indicated at <https://caphei.com> in the contact tab.

§ 10 [Withdrawal from the Agreement]

1. The User has the right to withdraw from the Agreement within 14 days of its conclusion without stating any reason and without incurring any costs. In the event of withdrawal from the Agreement, the Agreement shall be deemed not to have been concluded.
2. The User may withdraw from the Agreement by submitting a declaration of withdrawal to Fenige. The declaration may be made via the form which is attached as Appendix 1 to these Terms and Conditions. To meet the deadline indicated in item 1, it is sufficient to send the declaration before its expiry.
3. The declaration of withdrawal should be submitted:
 - a) in writing to the following address: Fenige S.A., ul. Promienna 38/1, 03-672 Warszawa,
 - b) by e-mail to the e-mail address indicated at <https://caphei.com> in the contact tab,
4. If a notice of withdrawal is sent electronically, Fenige will immediately send a confirmation of receipt of the notice of withdrawal from the Agreement to the e-mail address provided by the User.
5. Due to the fact that the User has requested that the performance of services under the C2C Terms and Conditions begin before the deadline for withdrawal from the agreement concluded under the C2C Terms and Conditions, the withdrawal from this Agreement does not affect the Payment Orders submitted and the Transactions performed on this basis. In such a case, the User shall not be entitled to a refund of fees paid in connection with the Transactions commissioned until the User withdraws from the Agreement.

§ 11 [Final Provisions]

1. The Website is available to Users 24 hours a day, 7 days a week, subject to periods of temporary unavailability of the Website caused by necessary technical interruptions.
2. The user can contact Fenige:
 - a) by e-mail to the e-mail address indicated at <https://caphei.com> in the contact tab,
 - b) by phone at the phone number indicated at <https://caphei.com> in the contact tab,
 - c) by letter to the address of Fenige's registered office,
 - d) via the contact form on the Website.
3. By contacting Fenige, the User may obtain additional information and support regarding the User's use of the Website and the Transaction service.
4. Subject to the mandatory provisions of law, the law applicable to the Agreement and to the relations between the User and Fenige prior to the conclusion of the Agreement, is the law of the Republic of Poland.
5. Shall any of the terms or provisions of the Agreement be found to be invalid or ineffective in whole or in part for any reason, the remaining terms and provisions of the Agreement shall remain in force.

In the case referred to in the preceding sentence, the Parties undertake to replace the invalid or ineffective provisions with others in such a way as to fulfil the purpose of the Agreement as fully as possible.

6. The Agreement is concluded exclusively with the User – they cannot transfer the rights and obligations under the Agreement to a third party.
7. Subject to mandatory provisions, the court competent to deal with disputes arising in connection with the Terms and Conditions is:
 - a) in cases with Payers, who are not consumers, the court competent for the registered office of Fenige,
 - b) in cases with Payers, who are consumers, the court competent for the place of residence of the consumer, and in the case where the action is directed against Fenige also the court competent for the registered office of Fenige.

Appendix - Agreement Withdrawal Form

Appendix No. 1 to the Terms and Conditions of the Caphei Website – Agreement Withdrawal Form

place [...], date [...]

By:

name and surname: [...]

having an address: [...]

holder of PESEL number: [...]

and holder of the contact e-mail address: [...] (information to be provided optionally, in order to quickly clarify any doubts)

To:

Fenige spółka akcyjna
ul. Promienna 38/1, 03-672 Warszawa.
KRS number: 0001057371
NIP: 1182092036

Declaration of withdrawal from the Agreement by a natural person

I, the undersigned [...] notify you of my withdrawal from the Agreement concluded on [...]

on the basis of my acceptance of the Terms and Conditions of the caphei Website on that day

with the company trading under the name Fenige spółka z ograniczoną odpowiedzialnością with registered office in Warsaw.

[signature of the person making the statement]

* Fenige S.A. notifies that on the basis of the Act of 30 May 2014 on consumer rights the right to withdraw from the above-mentioned agreement can be exercised within 14 days of its conclusion.