

TERMS OF PREPAID ACCOUNT TOP-UP

§ 1 Preliminary Provisions

1. These terms of pre-paid account top-up (hereinafter referred to as the "Terms") define the rules for provision of pre-paid account top-up service (hereinafter the "Service") provided by PayTel SA.
2. The rules contained herein oblige all the Customers to comply with them.

§ 2 Service Provider Information

The entity that provides the pre-paid account top-up services is PayTel SA based at ul. Jutrzenki 118, 02-230 Warsaw, registered in the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, Registry of Entrepreneurs under number 0000332228, share capital of PLN 35 747 664, paid in full, NIP 527-26-06-618, e-mail: paytel@paytel.pl (hereinafter referred to as the "Service Provider").

§ 3 Customer Information

The Customer shall be any entity (natural person, legal person, organisational unit without legal personality) that uses the service defined in § 4 and has the ability to use bank transfers or holds a payment card in accordance with the provisions of § 4(4) hereof (hereinafter referred to as the "Customer").

§ 4 Type of Service Provided Electronically

1. The Service shall be provided according to a distance contract within the meaning of the Law of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827).
2. The Service allows the Customer to make a one-time purchase of top-up of mobile phone accounts operating in pre-paid and mix systems in the Orange Network through the following website: <https://doladowania.orange.pl>
3. The Service referred to in par. 2 above requires an agreement concluded with a mobile telephony network to enable the use of telecommunications services of the operator for the topped-up account.
4. The Service makes it possible to top-up any mobile phone number in pre-paid and mix systems in the Orange Network with the following amounts: PLN 5, PLN 10, PLN 25, PLN 30, PLN 40, PLN 50, PLN 100, PLN 200.
5. A fee is charged for the Service, and all the costs of its provision to the Customer are included in the nominal value of top-ups, as referred to in par. 4 above. Payment for the pre-paid account top-up service can be made by the Customer using electronic payment in accordance with the rules set out in Appendix 1 hereto.

§ 5 Conditions of Conclusion of the Agreement for Services and Provision Thereof

1. In order to use the provided Service, the Customer must provide:
 - a. Phone number whose account is to be credited,
 - b. E-mail address to which the information about the Service status is to be sent,
 - c. Service value, according to § 4(3) hereof,
 - d. Forms of payment, according to § 4(4) hereof,
 - e. Information required by the billing agent for making a transaction using a payment card; the scope of this information shall be indicated to the Customer if the payment is made using a payment card.
2. The phone account is topped-up as part of the Service once the payment is made in accordance with the rules set out in Appendix 1 hereto.
3. It is considered that the Service has been ordered by the Customer when the "Pay" button is pressed after selection of the top-up amount on the website indicated in § 4(2) hereof. Ordering of the Service is considered as an offer made by the Customer to conclude an agreement for the Service at the top-up amount selected by the Customer. The offer becomes binding upon confirmation of the payment referred to in par. 4 below.
4. The account is credited with the top-up amount immediately after the Customer confirms the payment of the amount top-up amount selected by the Customer, which shall mean the acceptance of the Customer's offer and conclusion of an agreement for the Service.
5. The payment referred to in par. 4 shall be confirmed once the Customer presses the button confirming the payment order at the website of the bank, payment institution or exchange of PayBack points.
6. After confirmation of payment by the Customer, the Customer shall immediately receive to the specified e-mail address the information about the terms and conditions of the Service and the information about the Service status, including the transaction identifier.

7. The Customer as a consumer shall not have the right to withdraw from the agreement referred to in par. 4 above due to the nature of the Services, which is fully provided at the request of such consumer before the expiry of the time limits provided for by law to exercise the right of withdrawal.
8. The agreement for the Service shall be concluded for a definite period required for its implementation and fulfilment of other obligations under the Terms or provisions of the law in connection with the agreement.
9. In the relevant box on the form for use of the Service, the Customer can give consent to receive commercial information within the meaning of the Law referred to in § 4(1) hereof, in particular regarding the Service, information relating to the services provided by the Service Provider and information about promotions, competitions and other commercial activities carried out by the Service Provider. Such information can be provided in the following way:
 - a. To the Customer's e-mail address made available to the Service Provider for the purposes of the Service.
 - b. To the Customer's phone number made available to the Service Provider for the purposes of the Service.
Consent may be withdrawn by sending a message to e-mail address teleserwis@paytel.pl with "Withdrawal of consent to receive commercial information" in the title and indication of the e-mail address registered by the Service Provider.
10. The Service Provider hereby informs that the use of the Service does not require any data that enable clear and direct identification of the Customer, but if the e-mail address provided in the form includes the name of the Customer, it may be impossible to use the Service anonymously. In addition, in order to issue a VAT invoice the Customer provides the following personal data: first and last name, and address.
11. The Customer agrees to the processing by the Service Provider of his personal data for the purpose of implementation of the agreement for the Service, issue of an invoice and/or handling of complaint.
12. The Service Provider is the administrator of the personal data set within the meaning of the Law of 29 August 1997 on Protection of Personal Data (Journal of Laws of 2002, No 101, item 926 as amended).
13. The Customers' personal data, including personal data, shall be stored for no longer than is necessary in connection with the use of the Service, and shall then be removed from the ICT system of the Service Providers or made anonymous.
14. The Customer shall have the right to access and correct his/her personal data.
15. In order to obtain an invoice for the purchased Service, at website <https://doladowania.orange.pl/faktury/> the Customer may fill out a form with the data necessary to issue an invoice or provide the data necessary to issue an invoice in another written form to the address:

PayTel S.A.
ul. Jutrzenki 118
02-230 Warsaw
16. After submitting the order, the Customer shall receive an invoice issued in accordance with the rules set out in the Law on VAT and secondary legislation to the Law.
17. In order to receive invoices in electronic form, the Customer should accept to receive invoices in electronic form in accordance with Art. 106n of the Law on VAT (Journal of Laws of 2011, No. 177, item 1054 as amended).
18. The acceptance form is available at: <https://doladowania.orange.pl/faktury/akceptacja.doc> Acceptance may be submitted in written form on paper (bearing the signature) to the Service Provider's post address indicated in par. 10 or in electronic form, to the Service Provider's e-mail address: teleserwis@paytel.pl. Acceptance is valid until cancelled by the Customer. The acceptance cancellation mode is identical to the acceptance submission mode. Cancellation enters into force upon effective delivery of the acceptance cancellation to the Service Provider.

§ 6 Technical Conditions of the Service

1. Conclusion of an agreement for the Service is done through a system provided by the Service Provider at website <https://doladowania.orange.pl>. Each use of the Service requires a separate agreement.
2. Conclusion of the agreement requires the Customer to have an installed web browser, provide the data referred to in § 5(1) hereof, submit the acknowledgement of the Terms and its acceptance. The agreement shall be concluded when the Customer meets the above conditions and makes the payment.
3. Access to the Internet for the Customer may be associated with charges in accordance with the price list of the provider of Internet connectivity for the Customer.

§ 7 Contact with Service Provider and Complaint Procedure

1. The Customer can contact the Service Provider regarding the Service in writing and using the following address: PayTel S.A., ul. Nawojowska 118, 33-300 Nowy Sącz, electronically via e-mail address: Teleserwis@PayTel.pl and by phone to number +48 801 090 108 (available on business days of the Service Provider from 6.00 a.m. to 10.00 p.m., charged according to the price list of the Customer's telecommunications operator).
2. Complaints can be submitted to PayTel Teleservice:
 - a. Through the complaint form available at <https://doladowania.orange.pl/reklamacje/>
 - b. Via e-mail to the address: Teleserwis@paytel.pl
 - c. By phone to number +48 801 090 108 or (18) 521 18 00 from 6.00 a.m. to 10.00 p.m. on business days and on Saturdays from 8.00 a.m. to 4.00 p.m.
 - d. Using fax number +48 (18) 521 18 01
3. The complaint should contain the following information:
 - a. The date and time of Service order,
 - b. Service ID,
 - c. Number of topped-up phone account,
 - d. Payment method,
 - e. E-mail address provided by the Customer when placing the order that is the subject of complaint,
 - f. Contact phone number,
 - g. Brief description of reservations.
4. The Service Provider shall examine the complaint within 14 days from the date of receipt.
5. If the complaint requires filling in, the Service Provider asks the Customer for additional details by phone or e-mail.
6. If the complaint applies to circumstances attributable to the provider of telecommunications services referred to in § 4(2) above, the Service Provider shall make efforts to pass on the complaint to the operator, and shall notify the Customer thereof.
7. In the field of complaints the Customer may apply for free legal aid, in particular to the Municipal or District Consumer Advocates. More information at <http://www.uokik.gov.pl>.

§ 8 Reservations

1. The Service Provider reserves the right to temporarily suspend the provision of the Service to carry out maintenance.
2. The Service Provider shall be liable to the Customer solely for non-performance or improper performance of the Service for reasons attributable to the Service Provider.
3. The Service Provider shall have the right to remove any content for which the Service Provider has found out that it may be illegal.

§ 9 Final Provisions

1. These Terms are available at website <https://doladowania.orange.pl> and at the headquarters of the Service Provider.
2. Appendices to the Terms shall constitute an integral part thereof.
3. These Terms shall be valid from 02/03/2016.
4. The language used between the Service Providers and Customers shall be Polish.
5. The Polish law shall be applicable to the settlement of disputes arising in connection with the provision of the Service.
6. In matters not governed herein, the relevant provisions of the Polish law shall be applicable.

Appendix 1

1. Terms and conditions of use of the Service – bank transfer payment.
 - a. Payment for the Service can be made by every Customer who has a bank account and can use at least one of the following services:
 - i. Płacę z Orange (mBank)
 - ii. Płacę z Inteligo (Inteligo)
 - iii. mTransfer (mBank)
 - iv. Multitransfer (mBank)
 - v. Płacę z iPKONET (PKO BP)
 - vi. Przelew24 (Bank Zachodni WBK)
 - vii. Przelew z BPH (Bank BPH)
 - viii. iPKO (PKO BP)
 - ix. Przelew Pekao24 (PeKaO)
 - x. Płacę z Citi Handlowy (Bank Handlowy)
 - xi. Płać z BOŚ (Bank Ochrony Środowiska)
 - xii. Przelew Millennium (Bank Millennium)
 - xiii. Płacę z Alior Bankiem (Alior Bank)
 - xiv. Przelew Meritum Bank (Meritum Bank)
 - xv. Pay Way Toyota Bank (Toyota Bank)
 - xvi. Credit Agricole e-przelew (Credit Agricole)
 - xvii. Eurobank płatność online (Euro Bank)
 - xviii. Płać z ING (ING Bank Śląski)
 - xix. db Transfer (Deutsche Bank)
 - xx. T-Mobile - Usługi Bankowe (Alior Bank)
 - xxi. iKO (PKO BP)
 - xxii. Płać z PeoPay (Pekao)
 - xxiii. Płać z Idea Bank (Idea Bank)
 - xxiv. Płacę z plus bank (PLUS Bank)
 - xxv. Przelew z Volkswagen Bank direct (Volkswagen Bank)
 - xxvi. System płatności BLIK
 - b. Payment for the Service may be made by any Customer who has an online account in one of the following banks:
 - i. Bank DNB Nord
 - ii. Raiffeisen Bank
 - iii. Bank Pocztowy
 - c. Payment is made through crediting by the Customer of the Service Provider's account or the Acquirer designated by the Service Provider, associated with the bank indicated in point a and b above, with an amount equal to the value of the Service.
 - d. Payment using the services listed in point a above can be made by the Customer 24 hours a day every day of the week without excluding holidays and days off with allowed interruptions caused by the necessity of maintenance of IT systems, unavailability of banking systems and interruptions independent of the Service Provider and caused by a failure of the telecommunications network.
 - e. Costs of payment by bank transfer to the accounts indicated at <https://doladowania.orange.pl> shall be borne by the Customer.
 - f. The cost of reimbursement of funds to the Customer in connection with examined complaint shall be borne by the Service Provider.
2. Terms and conditions of use of the Service – payment cards.
 - a. Payment for the Service can be made with payment cards in VISA and Mastercard systems, which are allowed for payments without their physical presence by the regulations of these systems.
 - b. Card payment authorisation shall be carried out at safe websites of an Acquirer.
 - c. Authorizations shall be made 24 hours a day every day of the week, without excluding holidays and days off, with allowed interruptions caused by the necessity of maintenance of IT systems, interruptions caused by a failure of the telecommunications network or lack of authorisation response from the Bank independent of the Service Provider.
 - d. Positive payment authorisation shall be made only in respect of the payment card if:
 - i. The Payment card is not cancelled,
 - ii. The Payment card is valid,
 - iii. The Bank that issued the payment card to the Customer confirms that the Customer has funds available for the payment.
 - e. Each Customer may make payment for the Service with payment cards, with the following reservations:

- i. The Customer has previously used the Service and made at least one top-up of the phone account using bank transfer.
 - ii. The Customer may make 2 payments using payment card(s) within one calendar day per phone account.
 - iii. The Customer may make payments using the payment card twice a calendar day.
 - iv. The Customer may make payments using the payment card up to PLN 200 per calendar day.
 - v. The Customer may make up to 6 (six) payment using the payment card up to PLN 600 per calendar month.
 - vi. The Customer may make up to 6 (six) payment using payment cards up to PLN 400 for the phone account per calendar month.
 - f. Due to the possible infringement of the interests of the Service Provider and third parties, the Service Provider reserves the right to require from the Customer who has topped-up the account by bank transfer, and then makes a payment using the payment card, that these payments are made in accordance with the rules set out in point e item i above.
 - g. The Acquirer indicated by the Service Provider to process payments is eCard SA.
3. Account top-up under the Service is made after successful authorisation of the payment card or receipt by the Service Provider of a confirmation that the Customer has made a bank transfer.