

Meest Transfer Payment Initiation Service (PIS)

Terms and Conditions

I. Definitions

1. **Merchant (Seller)** – an entrepreneur accepting payment from the Payer for Goods or Services purchased on the Merchant's Website.
2. **Business Day** - a day falling between Monday and Friday, excluding public holidays in Poland.
3. **Meest** – **Meest Transfer sp. z o.o.** with its registered office in Ostrowiec Świętokrzyski, address: ul. Siennieńska 11/2.15, Ostrowiec Świętokrzyski (postal code: 27-400), entered in the register of entrepreneurs kept by the District Court in Kielce, 10th Commercial Division of the National Court Register under KRS number 0000326242, with share capital of PLN 5,220,000.00, NIP number: 9562248359, REGON number: 34055177400000, authorized to provide payment services as a domestic payment institution (entry no.: IP56/2023), supervised by the Polish Financial Supervision Authority,
4. **Intermediary institution** - a bank, authorization and clearing center, or other payment service provider,
5. **Payment** – payment made by the Payer using the Transfer Initiation Service to the Merchant,
6. **Transfer Initiation Service (PIS)** – a service consisting in the initiation of a payment order by Meest at the request of the Payer from the Payment Account,
7. **Payment Account** – an account maintained for one or more Payers for the purpose of executing payment transactions, whereby a payment account is also understood to mean a bank account and a credit union member account, if such accounts are used to execute payment transactions.
8. **Terms and Conditions** - these Terms and Conditions of the Payment Initiation Service,
9. **Force Majeure** - an external event of an unforeseeable nature which could not have been prevented by exercising due diligence.

due diligence, in particular: armed conflict, fighting, war, and civil unrest in the country where Meest provides services, natural disasters, epidemics, unexpected acts of legislative and executive authorities,

10. **Acceptant's Website** - a platform through which the Acceptant conducts business activity,
11. **Goods or Services** - goods or services offered to the Payer by the Merchant on the Merchant's Website,
12. **Online Transaction** - a Payment order submitted by the Payer to the Issuer on the Merchant's Website, consisting in the settlement of accounts for the sale of Goods or Services between the Payer and the Merchant, using the Payment Initiation Service, executed between the bank accounts of the Payer, the Merchant, and the Issuer,
13. **Agreement** - an agreement for the provision of the Payment Initiation Service, concluded by Meest and the Payer on the basis of acceptance of the Terms and Conditions,
14. **Sales agreement** – an agreement whereby the Seller (Merchant) undertakes to transfer ownership of the Goods to the Payer and deliver the Goods to the Payer or perform the Service, and the Payer undertakes to accept the Goods or Service and pay the Seller the sale price.
15. **Payer** – a person making a payment on the Merchant's Website for Goods or Services offered by the Merchant, using the Payment Initiation Service,
16. **Issuer** – a bank or other entity that is a payment instrument provider.

II. General provisions

1. The Terms and Conditions set out detailed rules for the provision by Meest of services consisting in providing the Payer with a one-time opportunity to use the Payment Initiation Service to make Payments.

2. These Terms and Conditions constitute the terms and conditions for the provision of electronic services referred to in the provisions of the Act of July 18, 2002, on the provision of electronic services.
3. The Payment Initiation Service is operated by Meest.
4. In order to use the Payment Initiation Service, the Payer must read and accept the Terms and Conditions. Acceptance of the Terms and Conditions is tantamount to concluding the Agreement, whereby the initiation of a Payment by the Payer using the Payment Initiation Service is considered acceptance.
5. In order to use the Payment Initiation Service, the Payer must have a device that allows access to the Internet, including a program for browsing its resources.
6. It is prohibited to use the Payment Initiation Service to send content that is unlawful, violates the laws or good manners applicable in the territory of the Republic of Poland, in particular content that infringes the property rights of third parties, as well as content that is not permitted for commercial distribution within the European Union, or to use the Service to process Payments related to access to pornographic content.
7. The basis for the execution of Payments made by the Payer to the Merchant is the conclusion of a Sales Agreement between the Payer and the Merchant.
8. The Payer uses the Payment Initiation Service solely for their own personal use.
9. When making a Payment order using the Payment Initiation Service, the Payer uses a payment instrument and infrastructure, the rules of use of which are governed by an agreement between the Issuer of that payment instrument and the Payer.

III. Payment Initiation Service

1. The Payer may submit an order to execute an Online Transaction after accepting the Terms and Conditions.

2. Meest informs the Payer about the stages of Payment execution in the Online Transaction at the Merchant's via a message sent to the e-mail address provided by the Payer.
3. Meest informs the Payer about the completion of the Payment in an electronic message sent to the e-mail address provided by the Payer.
4. The Transfer Initiation Service will be performed within a maximum time of [].

IV. Fees

1. Meest does not charge the Payer any fees for using the Payment Initiation Service.
2. Payments are made in Polish currency (PLN), and any exchange rate differences and fees related to currency exchange for the purposes of making Payments charged by the Issuer of the payment instrument are specified in the agreement between the Payer and that entity.

V. Validity of the Agreement

1. The Agreement concerns the one-time provision of the Payment Initiation Service to the Payer.
2. A Payer who is a consumer, by concluding the Agreement, requests that the Payer be given the opportunity to use the Payment Initiation Service within 14 days of the date of conclusion of the Agreement. As a result of Meest's full implementation of the Payment Initiation Service before the expiry of the 14-day period for withdrawal from the Agreement, the Payer shall not have the right to withdraw from the Agreement.

VI. Obligations of the Payer

1. When using the Payment Initiation Service, the Payer undertakes to:
 - a) use the Payment Initiation Service only in accordance with its intended purpose and in accordance with the rules set out in the Terms and Conditions,

- b) provide accurate data and information, including refraining from actions that could cause damage to Meest or third parties,
 - c) not to engage in activities that could disrupt, prevent, or hinder the provision of services under the Terms and Conditions.
2. The Payer is obliged to:
 - a) comply with the recommendations of the equipment manufacturer and the publisher of the operating system used by the Payer, and ensure that all software used on the Payer's device is regularly updated,
 - b) in the case of using the Payment Initiation Service via a smartphone, take into account that a device on which the so-called rooting or jailbreak procedure has been performed is vulnerable to the possibility of data stored in secure memory being read by other applications, and refrain from using the Payment Initiation Service on devices on which actions such as rooting or jailbreaking have been performed.
 3. The payer undertakes to provide true and current data and declares that the data provided by him/her when using the Payment Initiation Service is true and current.

VII. Liability

1. The rules governing the liability of the Payment Instrument Issuer towards the Payer, including for non-performance or improper performance of an Online Transaction, are specified in the agreement between the Issuer and the Payer.
2. Meest is not a party to agreements between the Payer and the Merchant.
3. Meest reserves the right to refuse or discontinue the provision of services under the Terms and Conditions in the event of a breach by the Payer of the obligations specified in section VI of the Terms and Conditions ("Payer's Obligations").
4. Meest does not provide the possibility to use the Payment Initiation Service in cases of technical interruptions or other reasons attributable to

Intermediary Institutions, as well as in cases of the Payer's failure to comply with the obligations specified in point VI of the Terms and Conditions ("Payee's Obligations").

5. The Payer should ensure that they have the appropriate technical infrastructure, IT system, or multifunction device to use the Payment Initiation Service.
6. Meest shall not be liable for the unavailability of the Payment Initiation Service resulting from Force Majeure.
7. In the event of an unperformed or improperly performed Online Transaction, the Issuer shall be liable to the Payer. In such a case, the provisions of Article 144(2) of the Act shall apply.

VIII. Complaints

1. In the event of problems with the execution of an Online Transaction, the Payer should first contact the Issuer of their payment instrument.
2. The Payer has the right to lodge a complaint about the manner in which Meest performs the Agreement. The complaint should be lodged immediately.
3. The Payer may submit a complaint:
 - a) by e-mail to: claims@meest-transfer.com
 - b) in writing at the registered office of **Meest Transfer sp. z o.o.**, address: ul. Siennieńska 11/2.15, 27-400 Ostrowiec Świętokrzyski.
4. Meest will consider the complaint within 15 business days of receiving it. If it's not possible to respond to the complaint within 15 business days due to the complexity of the case, Meest will inform the Payer within that period of the reasons for the delay, the circumstances that need to be established, and the date of consideration of the complaint and response, which cannot be longer than 35 business days from the date of receipt of the complaint.
5. The response to the complaint shall be sent to the Payer by email to the address indicated by the Payer in the complaint.
6. The Payer's complaint should contain as much information as possible, including at least:
 - a) the number of the Internet Transaction,

- b) the amount of the Online Transaction,
 - c) the date and time of the Online Transaction,
 - d) order information on the Merchant's Website – Merchant's Website address, order number, purchased Goods or Services,
 - e) reason for the complaint, identification of the entities involved in the transaction and a detailed description of the complaint,
 - f) Payer's contact details, including telephone number and email address.
7. Failure by the Payer to provide the above information may prolong the period of responding to the complaint.
 8. If Meest needs additional information while considering the complaint, it has the right to contact the Payer at the phone number provided by the Payer in the complaint.
 9. If Meest does not accept the Payer's claims presented in the complaint, the Payer has the right to appeal against Meest's decision.
 10. The Payer should cooperate with Meest in order to determine the causes of the irregularities reported in the complaint.
 11. A complaint that does not concern Meest's activities described in the Agreement shall be forwarded to the appropriate entity. The entity whose activities are the subject of the complaint shall consider it in accordance with the rules set out in its regulations and internal rules.
 12. Meest is not the addressee and does not consider:
 - a) complaints related to the Merchant's improper performance of its obligations towards the Payer under the Sales Agreement concluded between them,
 - b) complaints related to the Payer's improper performance of obligations under the Terms and Conditions,
 - c) complaints related to the Merchant's improper performance of obligations in connection with which the Payment was initiated.
 13. Any reports other than the complaints referred to in section 2 above may be submitted by the Payer to the following address: contact@meest-transfer.com
 14. A Payer who is a consumer has the option of resolving the dispute:

- a) through amicable settlement before the Municipal Consumer Ombudsman or an arbitrator,
 - b) by a common court.
15. A Payer who is a consumer also has the option of using the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

IX. Personal data

1. In order to use the Payment Initiation Service, the payer is required to provide their personal data: email address, first and last name. Refusal to provide this data will prevent the use of the Payment Initiation Service.
2. Meest will process this data for purposes related to the provision of the Payment Initiation Service.
3. Meest is the administrator of Payers' personal data.
4. Personal data is processed in accordance with the Privacy Policy available at: <https://meest-transfer.com/privacy-policy>

X. Final provisions

1. The Terms and Conditions are made available free of charge to each Payer on the Merchant's website before making a Payment.
5. The agreement is concluded for the duration of the Payment.
6. Any disputes arising from the Terms and Conditions and the Agreement, if the parties fail to resolve them amicably, shall be settled by the competent common court.
7. The Terms and Conditions are subject to Polish law.
8. The Payer may contact Meest:
 - a) by email: contact@meest-transfer.com
 - b) by post: ul. Siennieńska 11/2.15, 27-400 Ostrowiec Świętokrzyski.
9. Unless otherwise specified in the Terms and Conditions, Meest will communicate with the Payer by email in the performance of the Agreement.