

TERMS AND CONDITIONS FOR THE USE OF UP AGANEA PREPAID CARDS

I. General provisions

§1

1. The Terms and Conditions enter into force on December 1st 2023. Current version of the Terms and Conditions can be found at www.up-karty.pl/regulamin
2. The object of the service provided by Up Bonus is solely to make the Cards available to the Customer and Holders (at the Customer's request) and to enable the Customer and Holders to carry out Transactions using the Cards and the Card Accounts owned by Up Bonus, with the Card Transactions being executed and settled by the Issuer.
3. The Cards are issued by the Issuer for the benefit of Up Bonus. The issuance of the Cards is based on a separate agreement between the Issuer and Up Bonus. The Holders use the Cards in connection with a cooperation agreement between Up Bonus and the Customer, pursuant to which Up Bonus has provided that the Customer can use the Cards, which were issued by the Issuer for the benefit of Up Bonus, and has agreed that the Customer will make Cards available for the benefit of the Holders. The Cards are made available to the Holders by the Customer on the basis of the legal relationship between the Customer and the Holders. Up Bonus is not a party to this legal relationship. The Holders and the Customer, in turn, are not a party to the contract for the issuance of the Cards with the Issuer.
4. The Terms and Conditions set out the rules for the use and settlement of Transactions carried out with the Cards (hereinafter the "**Terms and Conditions**") issued by Up Aganea on behalf of Up Bonus and made available to Holders by Up Bonus on behalf of the Customer. The Terms and Conditions set out the mutual rights and obligations of the Holder, the Customer, Up Bonus and the Issuer. With respect to the Customer and the Holder, these Terms and Conditions do not constitute a payment service agreement within the meaning of the Payment Services Act. With respect to Up Bonus, these Terms and Conditions supplement the Card Agreement concluded between the Issuer and Up Bonus.
5. By using the Card, the Cardholder is deemed to have read and accepted the Terms and Conditions.

§2

The terms used in these Terms and Conditions shall mean:

Issuer- Up AGANEA EDE, S.A.U., with registered office in Madrid, with tax identification number A-87211959, which is an Electronic Money Institution (EDE) authorized by the General Secretariat of the Treasury and Financial Policy of the Ministry of Economy and Competitiveness, on 14 October 2016, as shown in the Register of Entrepreneurs of the Kingdom of Spain in Madrid;

Up Bonus - Bonus System Polska S.A. with its registered office in Warsaw, at ul. Dzwizjonu 303 139/137, 01-470 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Business Division of the National Court Register, under KRS number: 0000136922, NIP: 5222655307, REGON: 015231966, which owns the Cards and makes the Cards available to Customers and Holders at the Customer's request;

Customer - an entrepreneur or institution to which Up Bonus makes the Cards available for further provision of the Cards to the Holders or on whose order Up Bonus makes the Cards

available to the Holders on behalf of the Customer;

Card - a Mastercard-type Prepaid Payment Card issued by the Issuer to Up Bonus, in various technological variants and with various means of authorization, being a named or unnamed card with PIN;

CVC2 Code - the three-digit code on the reverse side of the Card, used to authenticate and authorize Transactions made without physical use of the Card;

Holder - a natural person who is authorized by the Customer to make Transactions using the Card, under the terms of these Terms and Conditions;

Merchant - an entity, natural or legal person who is not a consumer, marked with the Mastercard emblem, which agrees to accept payments using the Card for goods or services sold;

Transaction - making a payment using the Card at Merchants, including at a distance (e.g. on the Internet);

Contactless Transaction - means a Transaction performed by bringing a Card or a Mobile Device with an added Card close to a device that enables the reading of data stored in the Contactless Module;

Contactless Module - an antenna kit communicating with the Contactless Reader of a POS terminal, enabling Contactless Transactions to be made;

Mobile Device - a mobile device with an NFC module (e.g. a smartphone) with an installed application to which the Card has been added, enabling the execution of Contactless Transactions;

Individual Card Limit - the maximum total value of Transactions that can be carried out using a given Card;

Transaction Fee - a one-off fee, charged to the Card when a Transaction is executed, reducing the Card's Individual Limit. Applies only to Cards with the Transaction Fee option. The amount of Transaction Fees is governed by the agreement concluded between Up Bonus and the Customer;

PIN - an individual, confidential identification code assigned to the Card which, together with the data contained on the Card, serves to electronically identify the Holder. The PIN is delivered in a special envelope or in another form, as specified in the cover letter in which the Card was delivered to the Holder, in compliance with confidentiality requirements, i.e. in a manner that prevents the number from being known to third parties;

Password - a confidential identification code assigned by the Holder, at the time of activation of the 3-D Secure service. The Password, together with the data contained on the Card and in the SMS Code, is used to authorize transactions performed without the physical use of the Card at Merchants using 3-D Secure;

SMS Code - a one-time code used to identify the Holder and authorize a Transaction made online using 3-D Secure (if the Issuer offers additional security for a given type of Card), sent in the form of an SMS message to the Holder's mobile phone number, provided by the Holder in the process of activating the 3-D Secure service;

3-D Secure - additional security for Transactions made on the Internet, carried out using an SMS Code and Password, at Merchants offering the use of this type of security. The 3-D Secure service is activated by the Holder by assigning a Password and providing a telephone number to which SMS Codes will be sent;

Mastercard - the international organization of institutions issuing Mastercard payment cards that process Transactions and Contactless Transactions and define the rules for accepting these cards;

POS Terminal - a device that allows the Cardholder to perform Transactions at a Merchant;

Cancellation - the cancellation of a Card in the Issuer's card system and in Mastercard, either at the request of the Cardholder, Up Bonus, or as a result of a decision by the Issuer;

Special Card - a card denominated in a currency other than Polish zloty;

Card Account - the e-money account maintained by the Issuer and assigned to a given Card;

Terms and Conditions - the terms and conditions for the use of mobile payments available at www.up-karty.pl/regulamin.

II. Issuing and making available the Card

§3

1. Cards are issued by the Issuer to Up Bonus on the basis of a separate agreement between the Issuer and Up Bonus. Up Bonus is the owner of the Card Accounts and Cards, which it makes available
 - a) to Customers as part of its incentive and bonus programs, with a view to their further provision by Customers to Holders or
 - (b) directly to Holders on behalf of the Customer.
2. Subject to paragraph 5 below, the prerequisites for making the Cards available to the Holder shall be determined by the Customer. Up Bonus is not a party to the legal relationship between the Customer and the Holder. In matters not covered by these Terms and Conditions, any disputes or claims arising from the use of the Card should be addressed by the Holder directly to the Customer.
3. The Cards are linked to Card Accounts where electronic money is stored and each Card Transaction is reflected in the Card Account.
4. A Holder must be assigned to each Card in order to activate it, having first verified that the Holder is entitled to use the Card.
5. Only a natural person with full legal capacity, who has passed the verification referred to in §4 and accepted the provisions of these Terms and Conditions, may be a Cardholder.

§4 Card activation

1. The Card made available to the Holder may be active or inactive. Card activation issues are defined in the agreement between Up Bonus and the Customer.
2. Information on how to activate the Card is included in the cover letter with which the Holder receives the Card or may be provided to the Holder in another form agreed with the Customer. Self-activation by the Holder takes place on www.up-karty.pl or on another platform dedicated to the Customer in the Openbenefit domain and requires the Holder to register by providing his/her identification details and confirming that he/she has read and accepted the provisions of these Terms and Conditions.
3. Activation is subject to verification that the Holder in question is not subject to sanction programs under Polish, European Union, OFAC (Office of Foreign Assets Control) or UN law.
4. The Card Issuer is an institution obliged to comply with anti-money laundering and anti-terrorist financing regulations. Accordingly, Up Bonus may be required by the Issuer to provide data enabling the Cardholder to be identified, in particular: first name, surname, PESEL number, date of birth, mailing address, country of birth, number and series of identity card or passport

and nationality. This data will be collected by Up Bonus and forwarded to the Issuer. In this case, Up Bonus may ask the Customer and the Holders to provide the data indicated in the previous sentence. Up Bonus reserves the right to refuse to provide the Card, to refuse to activate the Card, to temporarily block the Card or to block the Card if the data is not provided or if incomplete or false data is provided. The actions indicated in the preceding sentence do not constitute a breach of contract by Up Bonus.

5. The Holder is responsible for the truthfulness and accuracy of all data about the Holder provided by the Holder to Up Bonus.

III. Use of the card

§5 General principles of using the Cards

1. The card should be used in a manner and for purposes that are in accordance with these Terms and Conditions and generally applicable law.
2. The card is exclusively assigned to the Cardholder and cannot be transferred to another person.
3. Up Bonus and the Issuer are not responsible for the consequences of the transfer of the Card to third parties. If the Holder transfers the Card to a third party, the Holder shall be liable for the actions of that person as for his or her own actions, and any unauthorized Transactions made by third parties as a result of the Holder's transfer of the Card to third parties will generally be treated as unauthorized Transactions that the Holder has caused either intentionally or through gross negligence.
4. The card should be signed by the Cardholder immediately upon receipt.
5. Up Bonus and the Issuer shall not be liable for refusal of a Transaction using an unsigned Card.
6. The Card, subject to § 5.7, is used to make Transactions at Merchants, in Poland and/or abroad, to withdraw cash at ATMs servicing the Card and to make purchases online, provided that the website allows this method of payment. The Holder may use the Card to carry out Transactions at Merchants, ATMs and other places where payment transactions may be carried out with a given type of payment card, marked with the symbol of the payment system under which the Card was issued and, in addition, for Contactless Transactions marked with the PayPass logo.
7. The detailed scope of services available and the type and amount of fees associated with the Card are determined by the agreement between Up Bonus and the Customer and may vary from Customer to Customer.
8. The Holder should check with the Client what the detailed scope of use of the Card is, what the type and amount of fees associated with the use of the Card are and whether the Card is subject to additional restrictions.
9. The Holder, upon receipt of the Card, takes the necessary measures to prevent the individual credentials (PIN, Password, CVC2 Code) from being compromised, in particular he/she is obliged to store the Card with due diligence and not to make it available to unauthorized persons. Access by third parties to the individual credentials may result in the use of the Card and the reduction of the Card's Individual Limit without the Holder's knowledge.
10. The Cardholder can check the current Individual Card Limit and Transaction history on the platform www.up-karty.pl or on another platform dedicated to the Customer in the Openbenefit

domain. To do so, the Holder is required to go through the registration process and complete the data set out in §4.

§6 Authorisation

1. Transactions made by the Holder are deemed to be authorized by the Holder's consent to the execution of the Transaction, including through the Merchant. The consent is given:
 - a) for transactions at POS Terminals - by using the Card and entering the PIN number;
 - b) in the case of Contactless Transactions:
 - up to the maximum amount of a Contactless Transaction of PLN 100 - by bringing the Card or Mobile Device close to the contactless reader of the POS Terminal;
 - above the maximum amount of a Contactless Transaction - by bringing the Card or Mobile Device close to the POS Terminal's contactless reader and entering the PIN;
 - c) for ATM Transactions, by using the Card and entering the PIN number;
 - d) in the case of Transactions without physical presentation of the Card - by providing the Card number, its expiry date, the CVC2 Code and, in addition, the Password and the SMS Code - for Transactions secured with 3-D Secure, if it is offered by the Issuer for a given Card type and is active and required.
2. For Contactless Transactions, the amount limits that allow a Contactless Transaction to be executed without strong Holder authentication are applicable under the law, including in particular Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open communication standards (Official Journal of the EU 2017, L 69/23) ("Regulation 2018/389"). The amount limit for completing a Contactless Transaction without strong Holder authentication is PLN 100.
3. Contactless Transactions, without the need for strong Holder authentication, can be made a maximum of 3 times. The subsequent fourth transaction requires strong Holder authentication, even if the amount of the Transaction is less than PLN 100.
4. In the case of Transactions without physical presentation of the Card referred to in §6.1 p. d, the amount limit for a single Transaction is € 499.
5. A threefold incorrect entry of the PIN number will result in the Card being blocked. In this case, the Holder may apply to Up Bonus for a duplicate Card, subject to the provisions of §14.

§7 Settlements

1. During the validity period of the Card, the Holder is authorized by Up Bonus to use f the Card and make Transactions up to the Card's Individual Limit.
2. In the absence of a contractual regulation to the contrary, the processing of settlements by means of the Card is carried out on condition that the Client makes the necessary funds available for settlement.
3. Card Transactions are executed in Polish zlotys (PLN). If a Transaction is executed outside Poland (in the case of Cards with the option of foreign transactions), the Issuer translates the amount expressed in the settlement currency into Polish zlotys at the selling rate on the day of settlement of the Transaction. Depending on the type of the Card, the settlement currency may

also be: euro or another settlement currency in which the Special Card is settled.

4. Each Transaction made reduces the Card's Individual Limit by the value of that Transaction.
5. Neither Up Bonus nor the Issuer shall make any withdrawals, or any transfers, to the Holder and the Customer, to other accounts or cards, of amounts arising from the unused Individual Card Limit.
6. The cash withdrawal fee (applies to Cards with ATM withdrawal option and transactions with cash classification, according to Mastercard guidelines, e.g.: MCC 4829, 6012), is up to 3%, but not less than PLN 7, of the funds withdrawn, each time at all ATMs, within and outside Poland. The detailed amount of the cash withdrawal fee and the indication of the Cards to which the fee applies is specified in the agreement between Up Bonus and the Customer. The Holder should check with the Customer for detailed information on fees related to the use of the Card.
7. For Cards with the Transaction Fee option, the Card's Individual Limit is also reduced by the value of the Transaction Fee, the amount of which the Holder should consult with the Customer.
8. If there is insufficient Individual Card Limit to cover the fees indicated in §7.6 and §7.7, these fees will be charged when the Card Account balance is increased.
9. Neither the Holder nor the Customer shall be entitled to any interest or other remuneration on the balance of the Card Account.

§8 Card expiry date

1. The Card is valid until the last day of the month (Valid Thru) shown on the front of the Card, except in the case of early Cancellation.
2. Any balance remaining in the Card Account after the expiry date of the Card (including after the Card has been Cancelled) will not be refunded to the Cardholder or the Customer.
3. The Holder is obliged to destroy the Card after its expiry date (including its Cancellation) in such a way that it cannot be used and the data on the Card cannot be read. The Holder is responsible for the consequences of failing to comply with this obligation.

§9 Holder's obligations (extract)

1. The holder shall:
 - comply with the terms and conditions for the use of the Card as set out in these Terms and Conditions;
 - store the Card with due diligence, in such a way that it cannot be accessed by third parties;
 - not to keep the Card together with the PIN number;
 - PIN protection (with due diligence);
 - not to make the Card and/or PIN available to unauthorized persons;
 - protecting the Card against loss, theft and damage;
 - sign the Charter without delay;
 - use the Card for its intended purpose;
 - keep the documents relating to the Transactions and make them available to Up Bonus and the Issuer to document any complaints;
 - retain the covering letter received with the Card;
 - to promptly report to Up Bonus any irregularities in the records of Transactions made with the Card, in particular to promptly report unauthorized Transactions;

- to inform Up Bonus, using Up Bonus's contact details, of changes to any data provided to Up Bonus;
- Card Restriction without delay by means of:
 - a) the website www.up-karty.pl or
 - b) via another dedicated page on the Openbenefit domain where the Card is registered or
 - c) by telephone in accordance with §18
 in the event of loss, theft, misappropriation, unauthorized use of the Card, unauthorized access to the Card, disclosure of Card data to an unauthorized person or forgery of the Card ;
- destruction of a Card that has expired or has been Restricted for any reason.

§10 Card on mobile devices

1. If the agreement between Up Bonus and the Customer allows the Card to be added to a Mobile Device, the Holder should refer to the Mobile Payment Terms and Conditions available at www.up-karty.pl/regulamin.
2. Adding a Card to a Mobile Device constitutes acceptance of and compliance with the Terms and Conditions.

IV. Dealing with unauthorized Transactions, loss or damage to the Card and complaints

§11 Unauthorised Transactions

1. The Holder is obliged to check the correct execution of the Transactions made with the Cards and promptly report to Up Bonus any unauthorized, non-executed or improperly executed Transactions found. The Holder shall make the reports referred to in the preceding sentence to Up Bonus by telephone or at the e-mail address specified in §18 of the Terms and Conditions.
2. If the Holder does not make the notification referred to in subsection 1 within 120 days from the date of execution of the unauthorized or improperly executed Transactions or from the date on which the Transaction was to be executed, the Holder's claims for unauthorized, non-executed or improperly executed Payment Transactions shall be null and void.
3. The Holder shall be liable for unauthorized Transactions up to the equivalent in Polish currency of €50, determined using the average exchange rate announced by the National Bank of Poland (NBP) in force on the day the Transaction is executed, if the unauthorized Transaction is the result:
 - (a) the use of a Card lost by the Holder or stolen from the Holder; or
 - (b) misappropriation of the Card.
4. The provision of paragraph 3 shall not apply where:
 - (a) the Holder had no way of knowing that the Card had been lost, stolen or misappropriated prior to the execution of the Transaction, except where the Holder acted intentionally, or
 - (b) the loss of the Card prior to the execution of the Transaction was caused by an act or omission on the part of an employee or agent of the Issuer or Up Bonus.
5. The Holder shall be liable for unauthorized Transactions in full if the Holder has willfully or through willful or grossly negligent breach of one or more of the obligations referred to in §9.
6. Subject to the performance of the actions described in §11.1 and §12.1, the Holder shall not be liable for unauthorized Transactions unless the Holder has intentionally caused the unauthorized Transaction.

7. Where the Issuer does not require strong authentication of the Holder (although there is an obligation to use strong authentication), the Holder shall not be liable for unauthorized Transactions unless the Holder acted intentionally.

§12 Loss, damage, theft or disclosure of Card data

1. In the event of loss, theft, misappropriation, unauthorized use of the Card, unauthorized access to the Card or disclosure of the Card details to an unauthorized person, the Holder is obliged to block the Card via www.up-karty.pl or via another dedicated page in the Openbenefit domain where the Card is registered or by telephone in accordance with §18 of the Terms and Conditions.
2. Immediate notification means the earliest point in time at which notification is possible, but no later than 48 hours after the Card data has been lost, stolen or disclosed to an unauthorized person.
3. For security reasons, the Card number should not be given to third parties for purposes other than making Transactions.
4. Up Bonus and the Issuer shall not be liable for Transactions made with the Restricted Card if they were made by the Holder or if they occurred through the Holder's willful misconduct.
5. The Holder is charged for Transactions made by persons to whom he has made the Card available.
6. If the Restricted Card is recovered, the Holder is obliged to destroy it in such a way that its further use and the data on the Card cannot be read. The Holder is liable for the consequences of failing to comply with this obligation.
7. A restricted card may not be used.

§13 Complaints

1. The Cardholder may make complaints to Up Bonus regarding the Cards.
2. A complaint can be made in one of the following ways:
 - a) in writing by sending the complaint by post or by submitting it in person to the address indicated in §18;
 - b) verbally - by contacting the Up Bonus helpline by telephone at the number indicated in §18 or in person for a record at the address indicated in §18, with the proviso that Up Bonus may require additional information needed to resolve the complaint or
 - c) electronically - by sending an e-mail to the address indicated in §18.
3. Up Bonus shall respond to the Holder's complaints immediately, but no later than within 15 working days from the date of receipt of the complaint. If the complexity of the case does not allow this deadline to be met, Up Bonus shall explain to the Holder the reason for the delay, indicate the circumstances that need to be clarified in order to process the case and specify the expected date for processing the complaint and providing a response, no later than 35 working days from the date of receipt of the complaint.
4. Up Bonus shall respond to the Holder's complaints in the form of an email to requests received by email, or in writing to requests received by post or submitted in person at Up Bonus's registered office.
5. The Holder shall attach to the complaint submitted all documents justifying the complaint.
6. The Issuer shall credit the Card Account with the amount of the claimed Transaction only in the event that the reported complaint is accepted.

§14 Duplicates

1. A new Card may be issued to replace a Card that has been blocked, stolen, lost or damaged to the extent that it cannot be used.
2. A new Card may be issued in place of the existing Card in the situations referred to in paragraph 1, upon the Holder's request for a duplicate Card, provided that the Individual Card Limit is higher than or equal to the fee for issuing a new Card.
3. The cost of issuing a new Card in place of the existing Card, in the situations referred to in paragraph 1, reduces the Card's Individual Limit by the amount indicated each time in the "Duplicate Card" form, which is available on www.up-karty.pl or on another dedicated page in the Openbenefit domain where the Card was registered.
4. In order to issue a new Card, the Holder should log into their account at www.up-karty.pl or on another dedicated page in the Openbenefit domain where the Card was registered, and then complete the "Duplicate Card" form.
5. It takes between 7 and 21 days for the issue of a new Card to be processed, counting from the day Up Bonus receives a correctly completed application to the day Up Bonus mails the package containing the Card to the address indicated in the application.
6. The expiry date of the duplicate Card will be the same as that of the Cancelled Card.
7. If the PIN is lost, it is possible to recover it by ordering a "Duplicate PIN" available at www.up-karty.pl or on another dedicated page on the Openbenefit domain where the Card is registered.
8. The issuance of a duplicate PIN is possible only if the Card is active and the Holder has provided the data indicated in §4.3 and if the Individual Card Limit is higher than or equal to the fee for issuing a duplicate PIN indicated on the "Duplicate PIN" order form.
9. It takes between 7 and 21 days for a duplicate PIN to be issued, counting from the day Up Bonus receives a correctly completed application to the day Up Bonus mails the package containing the duplicate PIN to the address indicated in the application.
10. Up Bonus reserves the right to refuse to process requests for a new Card in place of a Restricted Card or requests for a duplicate PIN where the expiry date of the requested Card is less than 21 days. In such a situation, neither the Holder nor the Customer is entitled to a refund of the amount resulting from the unused Individual Card Limit in the form of a withdrawal or any transfers to other accounts or cards.

V. Personal data

1. The Holder's personal data is processed by both Up Bonus and the Issuer, with Up Bonus and the Issuer being independent controllers of the Holder's personal data.
2. Detailed information regarding the processing of the Holder's personal data by the Issuer and Up Bonus can be found at www.up-karty.pl under "Privacy Policy".

VI. Concluding remarks

§15 Cancellation and temporary blocking of the Card

1. The card may be blocked:
 - upon written request by the Holder;
 - in the event of a PIN number being entered incorrectly 3 times during the authorisation of a Card Transaction;

- at the written request of Up Bonus, in particular when the contract between Up Bonus and the customer expires;
 - by the Issuer, after agreement with Up Bonus, in the event of use of the Card in a manner blatantly contrary to the Terms and Conditions;
 - by the Issuer, at the request of Up Bonus or the Holder, in the event that it is stolen, lost or damaged to the extent that it cannot be used;
 - in the event of non-performance by the Customer of his/her obligations set out in the agreement concluded between the Customer and Up Bonus, in particular in the event of the Customer's failure to pay on time or to pay outstanding amounts under the agreement or failure to provide Up Bonus with the Holder's identification data,
 - by Up Bonus in the event of a change in generally applicable laws, including those relating to services provided through the Cards, actions, decisions and recommendations of state authorities and the occurrence of cases of force majeure beyond the control of Up Bonus, which make the provision of services by Up Bonus impossible, excessively difficult or uneconomic;
 - if the Holder or the Customer does not accept the changes to the Terms and Conditions referred to in §17;
 - in the event that the Issuer decides to discontinue the services of issuing and servicing the Cards, after the expiry of the notice period of the agreement concluded between Up Bonus and the Customer.
2. If the Card is blocked as a result of the Issuer's decision in the cases described in paragraph 1, Up Bonus shall not be liable to the Holder for the Issuer's decision.
 3. The Card may be temporarily blocked (in which case it is not possible to make Card Transactions):
 - in the event that the Issuer has reasonable and reliable information that the security of the Card is at risk;
 - in the event of a suspected unauthorised use of the Card or deliberate unauthorised Transaction;
 - in cases provided for by on the prevention of money laundering and financing of terrorism (J legislation and in cases provided for by sanctions legislation.
 4. The Holder will be informed of the temporary blocking or Card Restriction when a Transaction is attempted by displaying the relevant message on the screen of the device on which the Transaction is executed or via the Merchant.
 5. At the Holder's request, unless there are grounds for the Card to be blocked, the Issuer will unblock the Card if the grounds for maintaining a temporary block no longer exist. Requests to unblock the Card must be made to Up Bonus. Contact details can be found in §18 of the Terms and Conditions.

§16

1. Up Bonus and the Issuer shall not be liable for any consequences caused by the impossibility of carrying out Transactions using the Card due to no fault of Up Bonus and the Issuer, in particular caused by the breakdown of computer networks or telecommunication networks.
2. Up Bonus and the Issuer shall not be liable for the Card not being honoured as a result of arbitrary decisions made by participants using the Mastercard system.

§17

1. These Terms and Conditions apply to the Holder throughout the validity of the Card.

2. Up Bonus reserves the right to amend the Terms and Conditions in the following cases:
 - a. changes in legislation directly affecting the content of the Terms and Conditions;
 - b. the imposition of certain obligations by the authorities of a Polish state or the European Union on Up Bonus or the Issuer;
 - c. to improve the services provided by the Issuer or Up Bonus;
 - e. improve the protection of Holder's privacy;
 - f. changes to the privacy policy;
 - g. prevention of abuse;
 - h. safety considerations;
 - i. technological and functional changes;
 - j. changes to the services provided by the Issuer or Up Bonus, including the introduction of new services;
 - k. changes in the rules governing the provision of services by the Issuer;
 - l. editorial changes.
3. Up Bonus is obliged to notify Holders and Customers of any amendments to the Terms and Conditions. The content of the amendments or the new Terms and Conditions shall be communicated to Holders and Customers at the choice of Up Bonus: in writing or by e-mail. Notwithstanding this, the content of the amendments or the new Terms and Conditions shall be made known by posting on the website designated by Up Bonus. A notice shall be deemed delivered when (i) the notice is delivered in writing, (ii) the notice is entered into the means of electronic communication, including electronic mail, in such a way that the recipient could have become acquainted with its content.
4. If the Holder or Customer does not agree to the amendments to the Terms and Conditions, the Holder or Customer is obliged to inform Up Bonus in writing within 14 days of being notified of the amendments. The Holder's or Customer's declaration of non-consent to the introduction of changes to the Terms and Conditions is tantamount to the cancellation of the Cards and no further use of the Cards.
5. Failure to declare the Holder's or Customer's willingness to accept the new wording of the Terms and Conditions within 14 days of the Holder's or Customer's notification of the new wording of the Terms and Conditions shall be deemed to be acceptance thereof.

§18 Up Bonus contact details

1. All notices required under the Terms and Conditions will be given to the following Up Bonus addresses:
 - a) for notices in writing: Bonus Systems Polska S.A., ul. Dywizjonu 303 139/137, 01-470 Warsaw;
 - b) for notices in electronic form: karty@upbonus.pl;
 - c) for notices by telephone: 22 575 07 77.
 The helpline is available on weekdays between 8 am and 4 pm.

§19

Any disputes arising from these Terms and Conditions will be settled by the Polish common courts. In order to resolve a dispute between Up Bonus and the Holder, it is also possible to use the online ODR platform, available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>. The ODR platform enables independent, impartial, transparent, effective, fast and fair out-of-court resolution of disputes between consumers and businesses online.

§20

These Terms and Conditions are governed by Polish law. In matters not regulated in the Terms and Conditions, the provisions of the Civil Code and the Act of 1 March 2018 on the prevention of money laundering and financing of terrorism (Journal of Laws 2022, item 593, as amended) shall apply.

§21

These Terms and Conditions may exist with few language versions, including Polish, English and Czech. In case of conflict between those versions, the Polish version shall prevail.