

I. GENERAL PROVISIONS

§ 1

These terms of use (hereinafter referred to as the "Terms") set out the rules for using Prepaid Payment Cards and settling Transactions made with the Cards. The Cards are issued by Bank Handlowy w Warszawie S.A. and made available to Holders by Up Bonus at the Client's request. The Terms define mutual rights and obligations of the Holder and Up Bonus, as well as the rights and obligations of the card issuer – Bank Handlowy w Warszawie S.A. (which makes, for the benefit of Up Bonus, all settlements using the payment instruments described in these Terms) – towards the Holder.

§ 2

The following terms used herein shall have the following meanings:

Bank – Bank Handlowy w Warszawie S.A. with its registered office in Warsaw at ul. Senatorska 16, the issuer of the Cards.

Up Bonus – Bonus System Polska S.A. with its registered office in Warsaw at ul. Dyzwizjonu 303 139/137, making Prepaid Payment Cards available to Holders;

Client – an entrepreneur or institution, at whose request the Up Bonus Cards are distributed to the Holders.

Card – a VISA or Mastercard Prepaid Payment Card, issued by the Bank, available in various technological options and with many different methods of authorization, provided by Up Bonus, being a personal card or a bearer card with a PIN code. The Card is not a prepaid card within the meaning of Regulation (EU) 2015/751 of the European Parliament and of the Council on interchange fees for card-based payment transactions, i.e. it is not a payment instrument on which electronic money is stored.

Holder – a natural person to whom the Card has been issued, who is authorised to make transactions using the Card provided by Up Bonus, under the terms and conditions set out in these Terms.

Merchant – an entity, a natural or legal person who is not a customer and who agrees to accept payments made with the Card for sold goods or services. **Transaction** – making a payment with the Card at the points-of-sale of Merchants marked with the logo of a Payment Organisation, including Remote Transactions (e.g. online).

Contactless Transaction – a Transaction executed by placing the Card in front of a device which reads data stored in the Contactless Module;

Authorisation – the Bank's consent to make Transactions with the Card.

Individual Card Limit – the maximum accepted amount of Transactions made using the Card.

Transaction Fee – a one-time fee charged by the Bank from the Card during the Authorisation, reducing the Individual Card Limit. Only applies to cards with the Transaction Fee option.

Contactless Reader – an electronic device being an integral part of the Terminal at a point of sale (POS), used for conducting Contactless Transactions and printing their confirmations, reading data from the Contactless Module.

Contactless Module – an antenna set communicating with the Contactless Reader of the POS Terminal, making it possible to execute Contactless Transactions;

PIN – an individual, confidential identification code assigned to the Card provided to the Holder, which together with the data contained in the Card is used to electronically identify the Holder.

The PIN number is delivered in a special envelope or in another form specified in the cover letter in which the Card was delivered to the Holder, in line with the confidentiality requirements, i.e. in a way that makes it impossible for third parties to receive the number.

Payment Organisations – international organisations which associate institutions issuing payment cards (Visa or Mastercard), handling Transactions and Contactless Transactions made with these cards and establishing the rules of their acceptance;

POS Terminal – a device enabling the Card Holder to make Payment Transactions.

Cancellation – cancellation of a Card in the Bank's card system and in the Payment Organisation, at the request of the Holder or Up Bonus, or as a result of the Bank's decision.

Special Card – a card nominated in a currency other than PLN.

§ 3

- The Card is used to carry out Transactions in Poland and/or abroad with Merchants or to withdraw cash at ATMs supporting the Card. The scope of services available and the possible limitation of the Merchants' network is determined by the agreement between Up Bonus and the Client and may vary from one Client to another.
- When making a Transaction, the Holder may use devices accepting the cards of the Payment Organisation, in particular a POS terminal or the Internet, and possibly ATMs (applies to cards with an ATM withdrawal function).
- The Holder should check with the Client, i.e. with the entity from which they received the Card, what is the detailed scope of use of the Card and whether it is subject to additional restrictions.

§ 4

A Card Holder must be a natural person with full legal capacity.

II. PRELIMINARY PROVISIONS AND THE ISSUE OF THE CARD

§ 5

- The Bank owns the issued Card.
- The Cards issued by the Bank and made available by Up Bonus are transferred to the Holders by the Client.
- The Bank is not a party to any legal relationship that is a prerequisite for the issuance of the Card, connecting the Client with the Up Bonus or the Holder with the Client.
- In matters not covered by these Terms, any disputes or claims arising out of the use of the Card should be directed by the Holder to the Client.

§ 6

- The Holder is authorised to use the Card and dispose of the funds made available to them up to the amount of the Individual Card Limit.
- In the absence of a different contractual regulation, the Card can be used to make settlements on the condition that the Client has made available the funds that are necessary to make the settlements.

- For a single Transaction with a Prepaid Payment Card, the maximum amount of one Transaction is:
 - PLN 3000 (in words: three thousand) for face-to-face Transactions with the Card,
 - PLN 400 (in words: four hundred) for Remote Transactions,
 - PLN 2000 (in words: two thousand) for ATM withdrawals.
 The maximum amount of a single Transaction may change.
- In case of a Contactless Transaction:
 - the maximum amounts that do not require strong authentication from the Holder are regulated by the law, in particular by the 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 standards of communication (Official Journal of the EU of 2017, L 69/23) ("Regulation 2018/389").
 - A Contactless Transaction that exceeds the limit is deemed authorized after confirming the PIN code;
 - A Contactless Transaction below the limit is deemed authorized at the moment of transferring the Card's data stored in the Contactless Module required for the execution of the Contactless Transaction, by placing the Card in front of a device that allows for reading the data stored in the Contactless Module.
 - In other cases of a Contactless Transaction in which the Bank, under applicable laws, is not obliged to use strong user authentication, the Contactless Transaction is deemed authorized at the moment of transferring the Card data stored in the Contactless Module required for the execution of the Contactless Transaction by placing the Card in front of a device that allows for reading the data stored in the Contactless Module.

§ 7

- The Card issued to the Holder may be active or inactive. Issues related to the activation of the Cards are specified in the agreement between Up Bonus and the Client.
- By using the Card, the Holder attests that they have read and accepted these Terms.
- If a Holder wants to activate their Card, Up Bonus must first verify that the given Holder is not subject to sanction programs administered by the European Union, OFAC (Office of Foreign Assets Control) or the UN.
- In connection with the Act of 1 March 2018 on counteracting money laundering and terrorist financing, Journal Of Laws of 2018 item 723, Up Bonus may oblige the Card Holder or the Client to provide the following data enabling the identification of the Card Holder, in particular: first and last name, PESEL number, date of birth, postal address, country of birth, number and series of identity card or passport and nationality.
- In the event of providing the data referred to in section 4 above, we inform you that the controller of the Card Holder's personal data will be Bonus Systems Polska S.A. with its registered office in Warsaw, at ul. Dyzwizjonu 303 139 /137, 01-470 Warsaw. When processing personal data, Up Bonus operates in accordance with the provisions of the law, and in particular on the basis of Article 6(1)(b), (c) and (f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Article 34 of the Act of 1 March 2018 on counteracting money laundering and terrorist financing, Journal of Laws of 2018, item 723) The Card Holder's personal data will be processed during the period of using the Card and for a period of 5 years from the first day of the year following the year in which the business relationship with the Holder has ended. After this period, the data may be aggregated and anonymised. The Card Holder's personal data may be transferred to the Bank, the issuer of the Card. The Card Holder is entitled to: access their personal data, request their rectification, deletion or restriction of their processing and to raise an objection, as well as to transfer the data under the conditions specified in the generally applicable personal data regulations. In order to exercise these rights, you need to contact Up Bonus using the contact details provided below. The controller can be contacted via e-mail: odo@upbonus.pl or by writing to the address of the registered office. Up Bonus has appointed a Data Protection Officer whom you can contact in matters relating to data processing by e-mail iod@upbonus.pl Each request will be considered within a period not exceeding one month. This period may be extended by a further two months due to the complexity of the request or the number of requests. Up Bonus will notify the Holder of such an extension of the deadline, providing the reasons for the delay. In addition, the Card Holder has the right to file a complaint concerning the processing of their personal data by Up Bonus with the President of the Personal Data Protection Office.
- Up Bonus reserves the right to disclose the Holder's personal data to the competent public authorities who request such information within the limits of the applicable law.
- The provision of personal data is voluntary, but a refusal to provide personal data that would enable the Holder's identification may result in the Card being blocked by Up Bonus or the Bank.
- For Cards with the option of obtaining an electronic PIN code, providing the data referred to in item 4 above is required.

§ 8

- The card should be signed by its Holder immediately upon receipt.
- Up Bonus and the Bank shall not be liable for any refusal to make a Transaction using an unsigned Card.

§ 9

The Card is granted to the Card Holder only and cannot be transferred to another person. During the validity period of the Card, the Holder is the sole disposer of the funds on the Card. Up Bonus and the Bank shall not be liable for the consequences of transferring the Card to third parties. If the Card Holder transfers the Card to a third party, the Card Holder is responsible for that person's actions as if they were their own.

III. USE OF THE CARD

§ 10

1. The card should be used in a manner and for purposes consistent with the Terms and with generally applicable law, in particular the Act of 16 May 2019 on Counteracting Money Laundering and Terrorist Financing (Journal Of Laws of 2019, item 1115)
2. If the Card is used by the Holder in a manner inconsistent with the law and the Terms, the Card may be blocked by Up Bonus or the Bank.

§ 11

1. Transactions made with the Card are executed in Polish zloty (PLN). In case of execution of Transactions outside Poland (in case of Cards with foreign transaction option), the Bank converts the amount expressed in the settlement currency into Polish zloty at the sale rate applicable on the day of settlement of the Transaction. Depending on the card type, the settlement currencies may also be: EUR, USD or another settlement currency in which the Special Card is settled.
2. Each Transaction made reduces the Individual Card Limit by the value of that Transaction. In the case of Cards with the Transaction Fee option, the Individual Card Limit is also reduced by the value of the Transaction Fee up to PLN 0.50.
3. Up Bonus does not withdraw the amounts resulting from an unused Individual Card Limit, nor does it transfer them to other accounts or cards on behalf of the Card Holder or the Client.
4. The cash withdrawal fee (applicable to Cards with an ATM withdrawal option and transactions classified as "cash", in accordance with the guidelines of the Payment Organisation, including: MCC 4829, 6012), is up to 3% of the funds withdrawn each time in all ATMs, in Poland and abroad. Up Bonus reserves the right to introduce a minimum fee of PLN 7 for cash withdrawal transactions.

§ 12

1. The expiry date of the Card is shown on its front page.
2. The card is valid until the last day of the month (Valid Thru) indicated on the Card.
3. The Card may be used during the validity period specified on the Card or until its cancellation in the Payment Organisation System.
4. The available balance remaining on the Card after the expiry of the Card will not be returned to the Holder or Client.
5. The Card Holder is obliged to destroy the Card after its expiry date in such a way as to make it impossible to use it and to read the data contained on the Card. The Holder is responsible for the consequences of their failure to meet this obligation.

IV. CONDUCT IN CASE OF LOSS OR DAMAGE TO THE CARD AND COMPLAINTS

§ 13

The Card Holder is obliged:

- to keep the Card and protect the PIN code (with due diligence);
- not to store the Card together with the PIN number;
- not to make the Card and/or the PIN code available to unauthorized persons;
- to protect the Card from loss, theft and destruction;
- to use the Card in accordance with its intended purpose;
- to store documents related to the Transactions and make them available to the Bank in order to document possible complaints;
- to keep the cover letter received with the Card.

§ 14

1. In the event of loss, theft or disclosure of the Card data to an unauthorized person, the Holder is obliged to immediately report this fact by telephone to the Bank via the Bank's hotline for the purpose of its Cancellation. The phone number is on the back of the Card.
2. The Bank's hotline takes Holders' reports 24 hours a day, seven days a week. The Bank confirms the receipt of the application by phone.
3. For security reasons, the Card number should not be given to third parties for any other purpose than to make Transactions or report loss of the Card.
4. Immediate notification means a period of 48 hours from the moment of loss, theft or disclosure of the Card data to an unauthorised person.
5. Up Bonus and the Bank shall not be liable for Transactions made with the Card until it is effectively cancelled by the Bank.
6. Up Bonus and the Bank shall not be liable for Transactions made with a Cancelled Card if they were made by the Holder or if they were caused by the Holder's wilful misconduct.
7. The Holder shall be charged with Transactions made by persons to whom they made the Card available.
8. Up Bonus and the Bank shall not be liable for Transactions that have occurred through the Holder's fault, in particular if the Holder has not fulfilled the obligations described in the Terms.

§ 15

1. The Card Holder can check the balance and transaction history on the platform www.up-karty.pl and obtain information about the balance of the Card account or report Transactions made with the Card by calling the telephone number 22 657 72 72, provided by the Bank, indicated on the back of the Card.
2. A complaint concerning a Transaction made using the Card or a complaint regarding a fee or commission charged requires a written form. The Holder shall attach all documents justifying the submission of the complaint to the personally signed complaint.
3. The Bank shall credit the account with the amount of the Transaction under complaint or the fee or commission charged only if the complaint has been accepted.
4. A reported complaint shall be handled in the mode and within the time limits specified by the Payment Organisation.
5. Complaints may be made in connection with wrongly debiting the Card account with the amount of a Transaction not carried out after the Card was cancelled.
6. All telephone conversations at the Bank, including those referred to in §14 at the telephone number made available by the Bank, shall be archived using a magnetic medium or any other medium that the Bank deems appropriate for archiving. In order to be identified, the Holder is obliged to answer questions asked by the Bank's employees.

7. In order to check the balance and transaction history on the platform www.up-karty.pl, the Holder is obliged to complete the registration process and fill in the data necessary for their identification, in particular those specified in §7 section 4.

§ 16

1. A Card which has been cancelled, stolen, lost or destroyed to the extent that its use is impossible can be replaced by a new one.
2. In order for the Bank to issue a new Card, the Holder should contact Up Bonus directly.
3. A new Card may be issued in place of the existing Card in situations referred to in section 1, provided that Up Bonus has received a written confirmation of the Holder's loss of their Card.
4. The costs of issuing a new Card are charged to the Holder.
5. The cost of issuing a new Card in place of the existing Card in situations referred to in section 1 reduces the Individual Card Limit by up to PLN 40.00.
6. A template of the request for a duplicate can be found at www.up-karty.pl
7. The issuance of a duplicate Card takes from 7 to 21 days, counting from the date of Up Bonus receiving a correctly filled request, until the date of Up Bonus sending a package containing the Card to the address indicated in the request.
8. Up Bonus does not guarantee that the expiry date of the duplicate Card will be the same as that of the cancelled Card.

§ 17

1. In the case of retrieving a cancelled Card, the Holder is obliged to destroy the Card in a way that makes it impossible to continue using it and reading the data contained in the Card. The Holder is responsible for the consequences of their failure to meet this obligation.
2. A cancelled Card may not be used.

V. FINAL PROVISIONS

§ 18

1. The card may be cancelled or blocked:
 - a) At the written request of Up Bonus, upon consultation with the Client,
 - b) By the Bank, upon agreement with Up Bonus, if the Card is used in a manner inconsistent with these Terms of Use,
 - c) At the request of the Holder, in case the Card has been stolen, lost or destroyed to the extent making its use impossible,
 - d) If the Client fails to perform their obligations specified in the agreement concluded between the Client and Up Bonus, in particular in the event of the Client's failure to timely settle or pay outstanding amounts under the agreement or failure to provide Up Bonus with Holder identification data,
 - e) By Up Bonus in the case of factors beyond the control of Up Bonus, in particular as a result of a change in generally applicable legal regulations, including regulations concerning the services provided through Cards, actions, decisions and recommendations of state authorities and the occurrence of Force Majeure independent of Up Bonus,
 - f) If the Holder or Customer does not accept the changes in the Terms referred to in §20.
2. In the case of Card Cancellation, the Bank reserves the right to unilaterally stop providing services in accordance with these Terms with immediate effect as of the date of such Cancellation. In such a case, Up Bonus shall not be liable to the Holder for the Bank's decision.
3. In the event of the occurrence of the circumstances referred to in section 1, the Holder is obliged to destroy the Card in a manner which makes its use and reading of the data contained in the Card impossible. The Holder is responsible for the consequences of failure to meet this obligation.

§ 19

1. Up Bonus and the Bank shall not be liable for any consequences of the inability to execute Transactions with the Card, provided that it is not attributable to Up Bonus or the Bank.
2. Up Bonus and the Bank shall not be liable for the consequences of the inability to execute Transactions using the Card due to a failure of a computer or telecommunications network.
3. Up Bonus and the Bank are not responsible for the failure to accept the Card by Payment Organisation System participants.

§ 20

1. Up Bonus reserves the right to make changes in the Terms.
2. Up Bonus is obliged to notify Holders and Clients of any changes in the Terms. The content of changes or new Terms of Use must be communicated to Holders and Clients in a form chosen by Up Bonus; in writing, via e-mail or by publishing a notification on the website indicated by Up Bonus. The notice shall be deemed to have been served upon (i) delivery of the notice in writing, (ii) insertion of the notice into a means of electronic communication, including e-mail or a website, in such a way that the Holder or Client can read it.
3. If the Holder or Client does not agree to introducing changes to the Terms, the Holder or Client is obliged to inform Up Bonus in writing within 14 days from the date of receiving the notification of the changes. The Holder or Client's notice of their lack of consent to changing the Terms is tantamount to losing the ability to use of the Holder's Card or all Cards ordered by the Client.
4. The Client is responsible for the blocking of the Cards and the inability to use the funds in the event of a lack of consent from the Client or Holders.
5. The Holder's or Client's failure to declare their willingness to accept the new content of the Terms within 14 days from the date of receiving a notification concerning the new content of the Terms shall be treated as an acceptance.

§ 21

In matters not regulated in the Terms, the provisions of the Civil Code, Banking Law, particularly the Act of 16 May 2019 on Counteracting Money Laundering and Terrorist Financing (Dz. U. 2019 item 1115) and other legal regulations shall apply.