

# **Multi-currency Cards.**

Terms and Conditions of using  
Conotoxia Sp. z o.o. payment cards  
within Apple Pay

## Terms and Conditions of using Conotoxia Sp. z o.o. payment cards within Apple Pay

### Definitions

1. Mobile app	application made available by Cinkciarz.pl, installed on a mobile device, which enables the Holder to view the execution of the Payment Transactions and Payment card details
2. Apple Wallet app	Apple app that allows storage and use of Tokens with it
3. Apple	Apple Distribution International, based in Ireland, Hollyhill Industrial Estate, Cork, which provides Apple Pay service
4. Apple Pay	a service offered by Apple that enables registration of a Card in the Apple Wallet app and making transactions using a Token. The service is provided under a separate agreement between the Apple Pay provider and the Holder
5. Cinkciarz.pl	Cinkciarz.pl Sp. z o.o. with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000364722, NIP (tax identification number): 9291830388, REGON number: 080465538, email address: <a href="mailto:kontakt@cinkciarz.pl">kontakt@cinkciarz.pl</a> , acting in the scope of the providing the Services, including the services of issuing Cards and executing Payment Transactions as an agent of Conotoxia, for and on behalf of Conotoxia.
6. Conotoxia	Conotoxia Sp. z o.o. with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial

	<p>Department of the National Court Register with the following number: KRS 0000498818, NIP number (tax identification number): 9291858406, REGON number: 081192479, email address: <a href="mailto:contact@conotoxia.com">contact@conotoxia.com</a>, remaining under the supervision of and with licensed permission from the Polish Financial Supervision Authority to provide payment services as a national payment institution, entered into the register of payment service providers under number IP30/2015. Conotoxia is a Card issuer within the meaning of the Payment Services Act</p>
7. Biometrics	data reflecting individual characteristics of the Holder, such as fingerprint, iris image, facial structure
8. Payment card	Payment card issued pursuant to the Terms and Conditions for Issuing and Using Payments Cards which can be found <a href="#">here</a>
9. Default card	the Token indicated by the Holder that is used by default to pay with Apple Pay
10. NFC / NFC Technology	wireless technology, enabling data transmission over short distances.
11. Token	a unique string of characters equivalent to the Payment card added to the Apple Wallet app, created when the Payment Card is registered in the Apple Wallet app, available to the Holder for use on the Mobile device
12. Transaction	payment transaction made with a Payment card using Apple Pay
13. Mobile device	Apple-branded devices capable of executing Transactions, as listed on the <a href="#">website</a>
14. Biometric Identification	service that enables Authentication using the Biometrics on a Mobile device
15. Authentication	process of verifying the Holder's identity and the possibility of executing a Transaction

## § 1

### Introduction

1. All capitalized terms have the meaning set forth in the Definitions section (above), in the Terms and Conditions for Issuing and Using Payments Cards, or in the Payment Services Terms and Conditions “Money Transfer”, unless otherwise provided in these Terms and Conditions.
2. In matters not regulated by these Terms and Conditions, including the principles for lodging complaints, the provisions of the following shall apply accordingly:
  - a. Terms and Conditions for Issuing and Using Payments Cards,
  - b. Payment Services Terms and Conditions “Money Transfer”.
3. The „Terms and Conditions of using Conotoxia Sp. z o.o. payment cards within Apple Pay” (hereinafter „Terms and Conditions”) govern the terms regarding the Holder’s use of the Payment card through Apple Pay.

## § 2

### Apple Pay service

1. Apple Pay allows Holders to register their Payment Cards with the Apple Wallet app, convert them into a Token and execute Transactions at entities accepting payments using payment cards issued in partnership with the Payment Organisation.
2. The Payment cards listed [here](#) may be added to the Apple Wallet app.
3. When the Holder activates Biometric Identification on a Mobile device, the Holder consents to the use of such data by the Mobile device to identify the Holder to third parties. When using Apple Pay, the activation of the Holder’s biometric identification on the Mobile device will imply the Holder’s consent to the use of such data for Holder Authentication on the Mobile device and for the authorization of the Holder’s orders to Conotoxia. Conotoxia will not process such Biometrics.

## § 3

### Rules for Registration of Payment cards

1. Apple Pay may be used by a Holder who has a Mobile device.

2. The Holder may register the Payment card in the Apple Wallet app and make Transactions if:
  - a. has a mobile phone number registered with Conotoxia,
  - b. has an Apple Id account and iCloud service configured,
  - c. has set the screen lock of the Mobile device using the chosen method available on the given Mobile device,
  - d. has accepted these Terms and Conditions and the terms of use for the Apple Wallet app as set out by the Apple Pay provider.
3. Registration of the Payment card in the Apple Wallet app takes place on the Holder's order after the Holder has provided details of the Payment card: card number, expiration date, CVV2/CVC2 code and Authentication by entering in the Apple Wallet app a unique, one-time verification code (string of characters) generated by the Payment Organisation, transmitted in a text message to the mobile number registered at Conotoxia.
4. In order to be able to fully use the Payment card, at the time of registration, the card should have enabled online and cross-border transactions.
5. The number of Payment cards that the Holder may register with the Apple Wallet app on a particular Mobile device shall be determined by Apple.
6. One Payment card may be registered simultaneously on multiple Mobile devices.

## **§ 4**

### **Transactions**

1. The Holder may use Apple Pay to execute Transactions up to the limits set for individual Payment cards under separate regulations binding the Holder with Conotoxia, as specified in § 1 section 2.
2. The Holder's consent to execute the Transaction (authorization) is given by:
  - a. in the case of a Contactless Transaction executed at a payment terminal using a Mobile device other than a watch - bringing the Mobile device on which the Payment card is registered close to the proximity reader and confirming the Transaction on the Mobile device with biometrics or by entering the password and possibly entering the PIN for the Payment card at the payment terminal, if required,
  - b. in the case of a Contactless Transaction executed at a payment terminal using a Mobile device that is a watch - bringing the Mobile device on which the Payment card is registered close to the proximity reader and possibly entering the PIN for the Payment card at the payment terminal, if required,
  - c. in case of an Online transaction, selecting the payment method offered by Apple and confirming the Transaction on the Mobile device with the biometrics or by entering a password after the amount of the Transaction is displayed.

3. If there is more than one Payment card registered in the Apple Wallet app, the Holder may select the Token that they want to use to make the Transaction before making the Transaction. If there is no choice, the Transaction will be executed with the use of the Default card.
4. Within Apple Pay, the Holder has access to a history containing 10 recent Transactions made using Apple Pay. Full history of Transactions executed with the Payment card is available after logging to Conotoxia.com web portal or the App.
5. In case of executing Transactions on terminals located outside Poland, it may be necessary to additionally confirm the Transaction with a signature.

## § 5

### **Responsibilities of a Holder who uses Apple Pay**

The Holder is obliged to:

- a. properly secure the Mobile device on which the Token is stored against loss, theft or damage,
- b. immediately notify Conotoxia of the unauthorized obtaining of data necessary to use Apple Pay or the unauthorized use of Apple Pay,
- c. immediately notify Conotoxia of the loss, damage, theft, misappropriation, unauthorized access or unauthorized use of the Mobile device on which the Token is kept,
- d. promptly report to Conotoxia any discrepancies or irregularities with respect to Transactions made using Apple Pay,
- e. not store on the Mobile device that is dedicated to the use of Apple Pay the Biometrics of persons other than the Holder.

The notification referred to in sections b. - d. hereinabove is made by the Holder by phone (calling the number indicated in the „Contact” tab on [www.cinkciarz.pl](http://www.cinkciarz.pl) or [www.conotoxia.com](http://www.conotoxia.com)) or electronically (by sending an email to the email address displayed on [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) in the „Contact” tab”).

## § 6

### **Removing the Token and restricting the Payment card**

1. Removal of a Token from the Apple Wallet app by the Holder only applies to the Token being removed on the relevant Mobile device and constitutes the Holder’s resignation from using Apple Pay on the relevant Mobile device. The restriction of a Payment card

requires a separate order, in accordance with the provisions of the Terms and Conditions referred to in § 1 section 2(a).

2. If the Holder reports a loss of the Mobile device on which the Token is kept, it is necessary to provide information identifying the Holder.
3. Upon notification by the Holder of the loss, damage, theft, misappropriation, unauthorized access or unauthorized use of the Mobile device on which the Token is kept, all Tokens on the Mobile device will be deleted.
4. If a Payment card is restricted, Conotoxia shall delete all Tokens associated with the restricted Payment card from all of the Holder's Mobile devices.
5. If the Payment card is renewed, the renewed Token is automatically activated in the Apple Wallet app upon activation of the renewed Payment card.
6. Conotoxia has the right to block the Token, preventing its use, in cases specified in the applicable regulations as appropriate for restricting a Payment card referred to in § 1, section 2, and in addition in the following cases:
  - a. reasonable suspicion of unauthorized use of Token,
  - b. for a legitimate and impartial reason related to the security of the Token.

Conotoxia will inform the Holder immediately of the changes made, the reason for the change and the possible next steps, unless such notification is not justified for security reasons or prohibited by other regulations.

## § 7

### **Fees for using Apple Pay**

1. Conotoxia does not charge additional fees for the use of Apple Pay, other than the fees specified in the Price list applicable to the use of the Card. The Price list can be found [here](#).
2. Merchants may charge fees independently of Conotoxia for Transactions made using Apple Pay.

## § 8

### **Final provisions**

1. The Terms and Conditions may be amended if at least one of the following valid reasons occurs:
  - a. introduction, change or revoking of generally binding legal regulations - affecting

- mutual rights and obligations of Conotoxia and the Holder,
- b. issuance of resolutions, recommendations or statements by the competent authorities supervising the activities of Conotoxia or European supervisory authorities, affecting the mutual rights and obligations of Conotoxia and the Holder,
  - c. change in the scope or manner of providing services to which the provisions of the Terms and Conditions apply,
  - d. introduction of solutions increasing the safety of the Holder's use of services described in the Terms and Conditions,
  - e. changes in Conotoxia's information system resulting from technological developments, affecting the mutual rights and obligations of Conotoxia and the Holder,
  - f. changes in the manner in which the Apple Pay service is provided by the provider of that service or the Payment Organisation, affecting the mutual rights and obligations of Conotoxia and the Holder, whereby any change to the Terms and Conditions will be made to the extent resulting from the cause.
2. Conotoxia informs about the amendments to the Terms and Conditions no later than 2 months before the date of their entry into force.
  3. When informing about changes to the Terms and Conditions, Conotoxia shall indicate to the Holder that the Holder's lack of objection to the amendments is tantamount to consenting to them, and that:
    - a. Holder has the right, prior to the date the changes become effective, to terminate use of the Apple Pay service effective immediately without charge.
    - b. if the Holder objects but does not terminate use of Apple Pay, the service will be terminated on the day before the effective date of the amendments, without charge.
  4. Information on amendments to the Terms and Conditions shall be communicated in one of the following forms:
    - a. on a durable medium to the Holder's email address provided during the registration process; the receipt of the message by the Holder's electronic mail system is considered to be the creation of an opportunity for the Holder to read the message, of which the Holder is informed in the content of the message;
    - b. by mail, to the address of residence (registered office) indicated in the registration process.
  5. In the case of cessation of Apple Pay services by Apple or cessation of cooperation between Apple and Conotoxia, Conotoxia's obligations under previously ordered Transactions shall be performed in accordance with the provisions of the Terms and Conditions for Issuing and Using Payments Cards.
  6. Questions regarding the functioning of the Apple Wallet app should be directed to [Apple](#).
  7. The controller of the Holder's personal data shall be Conotoxia for data related to the use of the Payment card and Apple for data related to the use of the Apple Wallet app, respectively. Conotoxia and Apple remain independent controllers

of the Holder's personal data. Information regarding Conotoxia's personal data processing principles can be found [here](#). Information regarding Apple's personal data processing policies can be found [here](#).

8. The Holder accepts these Terms and Conditions when first registering the Card in the Apple Wallet app. The provisions of these Terms and Conditions apply to the relationship between the Holder and Conotoxia.