

Multi-currency Cards.

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

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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. Fitbit app	an application that enables adding, storing and using Tokens to a Mobile device
3. Fitbit	Fitbit International Limited, with registered office at 76 Lower Baggot Street, Dublin 2, Ireland, which provides the Fitbit Pay service
4. Fitbit Pay	a service offered by Fitbit that provides the ability to register a Payment card on a Mobile device and execute transactions using a Token. The Service is provided pursuant to a separate agreement concluded by the Fitbit Pay service provider and the Holder
5. Cinkciarz.pl	Cinkciarz.pl Sp. z o.o. with its headquarters in Zielona Gora, at 17B Wroclawska Street, 65-427 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: kontakt@cinkciarz.pl , 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 17B Wroclawska Street, 65-427 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 0000498818, NIP number (tax identification number): 9291858406, REGON number: 081192479, email address: contact@conotoxia.com , 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
7. Payment card	payment card issued pursuant to the Terms and Conditions for Issuing and Using Payments Cards, which can be found here
8. Default card	token specified by the Holder to be used by default for payment with Fitbit Pay
9. NFC / NFC Technology	wireless technology, enabling data transmission over short distances
10. Token	a unique sequence of characters equivalent to a Payment card added to a Mobile device, created when the Payment card is registered with the Fitbit app and available to the Holder for use on the Mobile device
11. Transaction	payment transaction made with a Payment card using Fitbit Pay
12. Mobile device	Fitbit branded devices that can be used to make Fitbit Pay payments
13. 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 Fitbit Pay” (hereinafter „Terms and Conditions”) govern the terms regarding the Holder’s use of the Payment card through Fitbit Pay.

§ 2

Fitbit Pay service

1. Fitbit Pay allows Holders to register Payment cards on a Mobile device using the Fitbit app, convert them to a Token and execute Transactions at entities accepting payments using payment cards issued in partnership with the Payment Organisation.
2. The list of Payment cards that may be added to a Mobile device can be found [here](#).

§ 3

Rules for Registration of Payment cards

1. Fitbit Pay may be used by a Holder who has a Mobile device.
2. The Holder may register the Payment card on the Mobile device using the Fitbit app and execute Transactions if:
 - a. has a mobile phone number registered at Conotoxia,
 - b. has a Fitbit app and Mobile device,
 - c. set a password for Fitbit Pay payments on the Mobile device,
 - d. has accepted these Terms and Conditions and the terms of use of the Fitbit app as set forth by the Fitbit Pay provider.

3. Registration of the Payment card on the Mobile device using the Fitbit app is done on the Holder's order after the Holder has provided the details of the Payment card: card number, expiration date, CVV2/CVC2 code and Authentication by entering in the Fitbit app a unique, one-time verification code (sequence of characters) generated by the Payment Organisation, sent via text message to the mobile phone 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. One Payment card may be registered simultaneously on multiple Mobile devices.

§ 4

Transactions

1. The Holder may use Fitbit 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 the execution of the Transaction (authorization) is granted by moving the Mobile device closer to the contactless reader and entering the Fitbit Pay password. After providing the password, payments can be made for 24 hours or until the Mobile device is removed from the hand.
3. If there is more than one Payment card registered on the Mobile device, prior to executing a Transaction, the Holder may select the Token with which they intend to execute the Transaction. If there is no choice, the Transaction will be executed with the use of the Default card.
4. Within Fitbit Pay, the Holder has access to a history containing the most recent Transactions made using Fitbit Pay. Full history of Transactions executed with the Payment card is available after logging to Conotoxia.com web portal or the App.

§ 5

Responsibilities of a Holder who uses Fitbit 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 Fitbit Pay or the unauthorized use of Fitbit 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 Fitbit Pay.

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 or www.conotoxia.com) or electronically (by sending an email to the email address displayed on www.cinkciarz.pl and www.conotoxia.com in the „Contact” tab).

§ 6

Removing the Token and restricting the Payment card

1. Removal of a Token from a Mobile device by the Holder shall only apply to the removed Token on the respective Mobile device and shall signify the Holder’s resignation from the use of Fitbit Pay on the respective 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. In case of a renewal of a Payment card, the renewed Token is automatically activated on the Mobile device 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 Fitbit Pay

1. Conotoxia does not charge additional fees for the use of Fitbit 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 Fitbit 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 Fitbit 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 Fitbit Pay service effective immediately without charge,
 - b. if the Holder objects but does not terminate use of Fitbit Pay, the Fitbit Pay 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 Fitbit Pay services by Fitbit or cessation of cooperation between Fitbit 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 Fitbit Pay or the Fitbit App should be directed to [Fitbit](#).
7. The controller of the Holder's personal data shall be Conotoxia for data related to the use of the Payment card and Fitbit for data related to the use of the Fitbit app, respectively. Conotoxia and Fitbit remain independent controllers of the Holder's personal data. Information regarding Conotoxia's personal data processing principles can be found [here](#). Information regarding Fitbit's personal data processing policies can be found [here](#).
8. The Holder accepts these Terms and Conditions when registering the Payment card for the first time using the Fitbit app. The provisions of these Terms and Conditions apply to the relationship between the Holder and Conotoxia.