

Terms and conditions of imoje Payments

Article 1 General Provisions

1. These Terms and Conditions define detailed principles governing the provision of payment services by ING Bank Śląski S.A. via the imoje online service consisting in providing Clients with a possibility of making Payments for Transactions executed in an Online Shop.
2. The imoje online service is operated by ING Bank Śląski Spółka Akcyjna with its registered office at ul. Sokolska 34, 40-086 Katowice, entered in the Register of Entrepreneurs with the District Court for Katowice – Wschód, 8th Commercial Division of the National Court Register under KRS number 0000005459; share capital of PLN 130,100,000 paid up in full, with tax identification number NIP 634-013-54-75, hereinafter referred to as **the Payment Operator** or **the Bank**.
3. The Bank carries out payment services activities on the basis of the Bank's Articles of Association and under the supervision of the Polish Financial Supervision Authority (contact details: Plac Powstańców Warszawy 1, 00-950 Warsaw 1, skr. poczt. nr 419; www.knf.gov.pl). The Client and the person to whom the Bank has refused to provide services may file a complaint with the Polish Financial Supervision Authority against the Bank's action if this action breaches the law.
4. The Bank operates Payments made by the Client for an Online Shop further to an agreement concluded between the Client and an Online Shop.
5. In order to use the imoje online service the Client must become acquainted and accept the content of these Terms and Conditions. By accepting the Terms and Conditions the Client shall conclude a Payment Agreement.
6. The Terms and Conditions are available at www.imoje.pl.
7. Using the imoje online service does not require opening of a bank account within the meaning of the Civil Code and the Banking Act.
8. Under the imoje online service the Payment Operator shall not maintain a payment account for the Client within the meaning of the Payment Services Act.
9. When making payments, the Client shall use the infrastructure and the payment instrument the possibility of which and the principles of usage are governed by an agreement between the Client and the payment instrument issuer or the Provider.
10. Payments shall be transferred to the Merchant pursuant to the principles set out in an agreement between the Bank and the Merchant.
11. The imoje online service is a platform collaborating with other entities that also provide for making payments for Transactions.
12. In order to use the imoje online service it is necessary to have access to the Internet. It is prohibited to send unlawful content using the imoje online service.

Article 2 Definitions

Merchant – the Bank's client authorised under the Agreement to accept Payments for goods and services

Provider – a payment service provider operating the Account.

Business day – a day falling from Monday to Friday, excluding public holidays, on which the Payment Operator carries out the activities required to process Payments.

imoje pay later – the Bank's service of providing a payment method to defer payment for goods or services purchased in the Online Shop, financed on the basis of an agreement between the Client and the Bank's Partner.

ING Lease Now – an online service operated by ING Lease, available on the domain www.leasenow.pl, supporting the process of concluding leasing and sales contracts.

ING Lease – ING Lease (Polska) spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Puławska 2, 02-566 Warsaw, entered in the register of entrepreneurs by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS no. 0000043817, holding NIP no: 526-10-40-337; REGON: 011223125, with share capital of PLN 7,504,000.00.

imoje instalments – the Bank's service of making available a payment method using funds from a Bank's Partner, on the basis of a separate agreement concluded between the Client and the Bank's Partner.

Intermediary Institution – an entity via which the Client transfers funds to the Payment Operator for the purposes of making a Payment for a Transaction (especially, a bank, credit institution, payment institution, acquirer).

Provider Interface – the interface provided by the Provider with which the Bank can initiate a Payment Order.

Payment card (Card) – a payment instrument that identifies the card issuer and the authorised User, entitling them to make payments and, in the case of a card issued by the Bank for the purpose of granting credit, also to make payments using credit. It entitles the Merchant to pay using the infrastructure provided by the Bank to the Merchant.

Foreign payment card – a payment card that has been issued by a Payment Organisation outside Poland.

Client – a natural person, a legal person, an organisational unit without legal personality has legal capacity who makes payment for Transactions to the Online Shop via the imoje online service.

Consumer Loan – a financial product within the meaning of Article 3 of the Consumer Loan Act of 12 May 2011 (Journal of Laws 2018, item 993), offered by the Bank's Partner as part of the imoje instalments, by means of which the Client makes payments for Transactions under the terms of a separate agreement concluded between the Payer and the Bank's Partner.

Service fee – a fee for using the imoje system that the Merchant may charge to the Payer (the fee is payable to the Merchant); the fee is technically collected by the Bank from the Payer and transferred to the Merchant under the terms of the Agreement.

Payment organisations – organisations that bring together issuers and service providers in the process of servicing Payment Cards issued by these organisations; here: Visa and Mastercard;

Bank's Partner – an entity providing the imoje instalments Payment service, imoje pay later or a service provider within ING Lease Now, selected by the Client to perform the Transaction from among the entities cooperating with the Bank. A list of the Bank's partners is available on the Bank's website <https://www.imoje.pl/sprzedawcy>.

Payment – a payment for a Transaction made by the Client via the imoje online service to the Online Shop/ Merchant.

Account – a payment account or other account to which the Client may order a credit transfer, accessible using the Provider Interface, excluding accounts maintained by the Bank.

Terms and Conditions – the content of these Terms and Conditions.

imoje online service – a payment service provided by the Payment Operator enabling the Client to make Payments for Transactions.

Online Shop/ Shop/ Merchant – a natural person, legal entity, organisational unit without legal personality, which makes available the possibility to pay for Transactions via the imoje online service.

Parties – a Client or a Payment Operator– as appropriate.

Transaction – an agreement on sale or provision of services concluded between the Client and the Online Shop under which a Payment is made.

Payment Agreement/Agreement – an agreement concluded under these Terms and Conditions.

Transfer Initiation Service – a service whereby a Payment Order is initiated by the Bank at the Client's request from the Account.

PSA – Act of 19 August 2011 on payment services (or any other act that replaces or amends it).

Payment Order – an instruction to execute a specific Payment made by a Client to an Issuer or Provider to a Shop using the imoje online service.

Article 3 Payment Methods

1. The subject of payment services provided under the imoje online service is provision of support for Payments for Transactions made by the Client.
2. The services of the imoje online service are provided according to the choice of payment method made by the Client as:
 - a. Payments made with the use of Payment cards online,
 - b. Payments which are electronic transfers executed as online transfers.
 - c. Payments made via BLIK,
 - d. Payments using the Transfer Initiation Service,
 - e. Payments using the imoje pay later,
 - f. Payments using ING Lease Now,
 - g. Payments using imoje instalments,subject to a possibility of restricting the above methods by the Bank or the Online Shop. The Client chooses the payment method when placing an order in the Online Shop. The ability to pay by the methods listed above may be subject to additional conditions of the entities offering these payment methods.
3. Depending on the selected payment method, the imoje online service processes the following data input by the Client while placing an order at the Online Shop's website: first name, surname, e-mail address, telephone number.
4. The Client may submit a Payment Order for a Payment only after acceptance of the Terms and Conditions. A Payment Agreement shall be concluded once the Client has accepted the Terms and Conditions.
5. In the case of the payment methods set out in section 2 a)-d), the Payment shall be made by the Payment Operator based on a Payment Order at a time determined with the Merchant in an agreement concluded between the Payment Operator and the Merchant. The Client shall be informed by the Payment Operator in an e-mail message about Payment execution stages.
6. In the case of the payment method set out in section 2 e)-g), the Payment shall be made in accordance with the terms and conditions set out in the agreement concluded between the Client and the Bank's Partner.
7. After making a Payment or in the event a Payment is reimbursed, the Client shall be informed accordingly by an electronic message, i.e. information shown on the Merchant's WWW service or an e-mail message.
8. If it is not possible to execute a Payment, the Payment Operator shall immediately reimburse a given amount to the Client.
9. The Payment Operator charges the Client a Service Fee for the use of the imoje online service , which fee is detailed before the Payment is made. The fees and exchange rates, if any, associated with the execution of Payments by the issuer of the payment instrument or the Provider shall be set out in the agreement between that entity and the Client.
10. By accepting the Terms and Conditions and concluding the Payment Agreement, the Client who is a consumer shall submit a request to have its Payment Order executed or initiated before lapse of 14 days from execution of the Payment Agreement, as a result of which the consumer shall have no right to withdraw from the Agreement on Payment.
11. If, during the payment process using a Payment Card, the Card is identified as a Foreign Payment Card, the Bank may offer the Client to convert the Transaction made by the Client from Polish zloty to the foreign currency in which the Foreign Payment Card was issued. The Client is presented with the value of the executed Transaction in Polish zloty, the exchange rate provided by the Intermediary Institution (Fiserv Polska S.A.) and the value of the Transaction in a foreign currency. The Client may choose to execute the Transaction in Polish zloty or in a foreign currency.

Article 4 Transfer Initiation Service

1. In order to execute a Payment using the Transfer Initiation Service, the Client should authenticate itself to the Provider and authorise the Payment Instruction initiated by the Bank (i.e. agree to its execution in the manner agreed with the Provider). The Bank relies on the authentication procedures provided to the Client by the Provider.
2. The Bank initiates the transfer according to the unique identifier, which is the bank account number determined in accordance with the agreement between the Bank and the Merchant.
3. In providing the Transfer Initiation Service, the Bank uses the Provider Interface to initiate a Payment Order and to obtain from the Provider the information necessary to verify the correct execution of the Payment and to provide the Merchant with the information necessary to execute the Transaction.
4. When providing the Transfer Initiation Service, the Bank initiates the transfer immediately, no later than within 15 minutes of receiving the complete set of necessary data. The maximum time for completion of the transfer is determined by the contract between the Client and the Provider.
5. The Bank shall refuse to initiate a transfer under the Transfer Initiation Service if:
 - a. The Client has not authenticated or for other reasons authentication in the Provider Interface is not possible or the Bank cannot rely on the authentication procedures provided to the Client by the Provider;
 - b. The Provider has denied the Bank access to the Account or access is otherwise impossible;
 - c. initiating the transfer would result in illegal or unauthorised access to the Account.
6. The Client may not cancel a Payment Instruction once the Bank has given its consent to initiate a payment transaction under the Credit Transfer Initiation Service. If the Client cancels an initiated Payment Order or the Provider fails to execute it for other reasons, the Bank may claim the amount of the Payment from the Client.

Article 5 imoje Pay Later

1. Under the imoje pay later payment method, the Bank provides Clients with the option of concluding an agreement with a Bank's Partner for the provision of financing in the amount of the value of the Transaction, including delivery costs and additional services, if any, which is transferred to the Merchant to cover the Client's monetary liability to the Merchant, in return for the Client's commitment to repay the financing provided within the timeframe indicated by the Bank's Partner in the Payment Agreement.
2. The Bank, on its own or on the instructions of the Bank's Partner, may exclude the availability of imoje pay later in the event that the Merchant's actions:
 - a. breach these Terms and Conditions,
 - b. consist in the supply of content which does not comply with applicable law, or
 - c. otherwise breach legal provisions.
3. The provision of imoje pay later is free of charge.
4. The imoje pay later can be used by a Client who is a consumer and meets the following conditions:
 - a. has full legal capacity,
 - b. the registered address is in Poland.
5. After selecting imoje pay later, the Client is transferred to the website of the Bank's Partner, where he/she enters the data specified by the Bank's Partner and required to conclude the Payment Agreement.
6. The Bank, in connection with the implementation of imoje pay later, is not the personal controller of the Clients' data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

7. To the extent related to the granting of financing, the Bank's Partner is the controller of the Clients' personal data. The detailed rules on the processing of Clients' personal data by the Bank's Partner are contained in the relevant terms and conditions of the Bank's Partner.
8. Termination by the Merchant of the agreement with the Bank, with regard to offering the payment method imoje pay later in the Online Shop, shall result in the Bank ceasing to offer Payments using imoje pay later for that Merchant.
9. If the Client's actions violate the provisions of the Terms and Conditions, or if the Client has taken any action that negatively affects the security of the Bank's operations or harms other Merchants, or that is aimed at bypassing the security measures used by the Bank or that involves falsifying data made available to the Bank's Partners under imoje pay later, the Bank has the right to refuse to provide the Client with access to imoje pay later.
10. The Client acknowledges that at the moment of redirection to the website of the Bank's Partner offering the possibility of using the imoje pay later payment method, the performance of the service of making the imoje pay later payment method available by the Bank takes place, and therefore the Client loses the right to withdraw from the contract, to which the Client agrees by accepting the Terms and Conditions.

Article 6 ING Lease Now

1. In the case of the payment method using ING Lease Now, the Bank, via the imoje online service , redirects to the online environment of ING Lease Now in order to provide the Clients with the opportunity to conclude an agreement with the Bank's Partner for the granting of financing in the amount of the value of the Transaction, which is transferred to the Merchant in order to cover the Client's monetary obligation towards the Merchant, in exchange for the Client's obligation to repay the granted financing within the timeframe indicated by the Bank's Partner in the Lease Agreement, as well as for the purpose of verifying the financing status in connection with the Lease Agreement.
2. The Bank, on its own or on the instructions of a Bank's Partner, may exclude the availability of the ING Lease Now payment method in the event that the Merchant's actions:
 - a. breach these Terms and Conditions and/or the Terms and Conditions of ING Lease's cooperation with vendors using the ING Lease Now service,
 - b. consist of the provision of content that does not comply with current legislation,
 - c. otherwise breach the law.
3. After selecting the ING Lease Now payment method, the Client is transferred to the website of the Bank's Partner, where he/she enters the data specified by the Bank's Partner, required for concluding the Payment Agreement and/or the Lease Agreement.
4. The Bank, in connection with the execution of Transactions under the ING Lease Now payment method, is not the personal data controller of the Clients within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) ("GDPR").
5. To the extent related to the granting of financing, the Bank's Partner is the controller of the Clients' personal data. The detailed rules on the processing of Clients' personal data by the Bank's Partner are contained in the relevant terms and conditions of the Bank's Partner.
6. The termination by the Merchant of its agreement with the Bank to offer ING Lease Now payment methods in the Online Shop shall result in the Bank ceasing to offer ING Lease Now Payments for that Merchant.
7. If the Client's actions violate the provisions of the Terms and Conditions or if the Client has taken any action that adversely affects the security of the Bank's operations or harms other Merchants, or that is aimed at bypassing the security measures applied by the Bank or that involves falsifying

data provided to the Bank's Partners within ING Lease Now, the Bank has the right to refuse to provide the Client with access to ING Lease Now payments.

8. The Client acknowledges that upon redirection to the website of the Bank's Partner offering the possibility of using the ING Lease Now payment method, the performance of the service of making the ING Lease Now payment method available by the Bank takes place, whereby the Client loses the right to withdraw from the contract, to which the Client agrees by accepting the Terms and Conditions.

Article 7 imoje Instalments

1. Under the imoje instalments payment method, the Bank, acting as a credit intermediary, provides Clients with the opportunity to conclude an agreement with a Bank's Partner for the granting of a Consumer Loan in the amount of the value of the Transaction together with delivery costs and additional services, if any, which is transferred to the Merchant in order to cover the Client's monetary liability in exchange for the Client's commitment to repay the granted Consumer Loan within the Term indicated by the Bank's Partner in the Consumer Loan agreement.
2. Upon acceptance of these Terms and Conditions, the Client enters into a contract with the Bank for the use of the imoje instalments. The agreement for the provision of the imoje instalments method expires as soon as the Client is redirected to the website of the Bank's Partner.
3. The possibility of using the imoje instalments is organised by the Bank in cooperation with the Bank's Partners.
4. The Bank may exclude the availability of the imoje instalments where the actions of the Merchant or the Client:
 - a. breach these Terms and Conditions or agreements between the Merchant and the Bank or the Client and the Bank's Partner,
 - b. consist in the supply of content which does not comply with applicable law, or
 - c. otherwise breach legal regulations.
5. The imoje instalments can be used by a Client who is a consumer and meets the following conditions:
 - a. has full legal capacity,
 - b. the registered address is in Poland.
 - c. has a regular monthly income.
7. After selecting imoje instalments, the Client is transferred to the website of the Bank's Partner, where he/she enters the data specified by the Bank's Partner and required to calculate the Client's creditworthiness.
8. The Bank, in connection with the implementation of imoje instalments, is not the personal controller of the Clients' data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").
9. To the extent related to the granting of a Consumer Loan, the Bank's Partner is the controller of the Clients' personal data. The detailed rules on the processing of Clients' personal data by the Bank's Partner are contained in the relevant terms and conditions of the Bank's Partner.
10. If the Client's actions violate the provisions of the Terms and Conditions, or if the Client has taken any action that negatively affects the security of the Bank's operations or harms other Merchants, or that is aimed at bypassing the security measures used by the Bank or that involves falsifying data made available to the Bank's Partners under imoje instalments, the Bank has the right to refuse to provide the Client with access to imoje instalments.
11. The Client acknowledges that at the moment of redirection to the website of the Bank's Partner offering the possibility of financing, the performance of the service of making the imoje instalments

payment method available by the Bank takes place, and therefore the Client loses the right to withdraw from the agreement, to which the Client agrees by accepting the Terms and Conditions.

12. Consumers are entitled to withdraw from Consumer Loan agreements without specifying the reason within 30 days of concluding the Consumer Loan agreement. If the agreement does not contain the elements set out in Article 30 of the Consumer Loan Act of 12 May 2011 (Journal of Laws 2018, item 993), the Client may withdraw from the agreement within 30 days of the delivery of all the elements listed in Article 30 of the aforementioned Act. The deadline for withdrawal from the Consumer Loan agreement shall be observed if, before its expiry, the Client submits a statement of withdrawal from the Consumer Loan agreement to the address indicated by the Bank's Partner or the Bank. In the event that a declaration of withdrawal from the Consumer Loan agreement is submitted to the Bank, this should be done by sending the declaration to the following address: kontakt@imoje.pl.

Article 8 Liability of the Parties

1. The rules of liability of the issuer of the payment instrument or the Provider for unauthorised payment transactions, as well as for non-performance or undue performance of a payment transaction, shall be laid down in an agreement between that entity and the Client.
2. The Payment Operator is not a party to the agreement between the Merchant and the Client and shall not be held liable for its proper performance.
3. The Payment Operator shall not execute Payments using payment instruments which are:
 - a. invalid,
 - b. restricted,
 - c. used contrary to the rules governing the usage of a given payment instrument, which are suspected of unauthorised use.
4. The payment operator has the burden of proving that:
 - a. with regard to the Payments referred to in Article 3(2)(a-g): The Payment has been correctly recorded in the system used to process the Payment and that it has not been affected by a technical failure or other malfunction related to the Payment,
 - b. with regard to the Payments referred to in Article 3(2)(d): The Provider has received the Payment Order and that - within the scope of the Bank's Payment Operator's jurisdiction - the Payment has been authenticated, correctly recorded and has not been affected by a technical failure or other defect related to the non-performance or improper performance of the Payment, including late performance.
5. The Payment Operator shall have the right to refuse processing of a specific Payment if the Client has failed to meet the requirements set out in the Terms and Conditions or if it has become aware of doubts as to the lawfulness of a Transaction and shall not be held liable in that respect.
6. The Payment Operator shall not ensure execution of Payments in the event of a maintenance break or other reasons attributable to Intermediary Institutions, and also in cases whereby the Client has not complied with the instructions provided for in the imoje online service or these Terms and Conditions.
7. The Payment Operator shall not be held liable for the Client's technical infrastructure and IT system.
8. The Payment Operator shall not be held liable for failure to execute or improper execution of Payments which has been due to the occurrence of force majeure.
9. Obligations of the Client:
 - a. using the Service solely for Payment execution in compliance with the rules specified herein,
 - b. using the Service in a reliable and lawful manner, especially by providing true and not misleading information, not undertaking actions to the detriment of the Payment Operator or other persons, not committing actions that could make difficult or disturb the provision of services hereunder.

10. The Client is obliged to comply with the security rules set out in the recommendations published on the Bank's website. The Bank shall not be held liable for any consequences of non-compliance with the said recommendations. In order to make sure that they have actually established a connection with the Bank's server, the Client shall have to check a server's certificate – a banking server has obtained a certificate by Entrust Limited issued for imoje.ingbank.pl, paywall.imoje.pl, imoje.pl, and api.imoje.pl.
11. Pursuant to the safety rules, the Bank shall have the right to require the Client to provide valid personal data or to confirm such data, and also any other information required by the Bank in compliance with regulations of law, especially provisions on counteracting money laundering and terrorism financing.
12. The Bank reserves that it is not responsible for the products offered by the Bank's Partners.

Article 9 Complaints

1. In the event of problems with Transaction execution, the Client shall first contact the Issuer of their payment instrument.
2. If the Payment Operator provides services under the imoje online service contrary to the provisions hereof, the Client shall have the right to lodge a complaint. Such complaints should be lodged immediately.
3. The complaint referred to in section 2 may be lodged by the Client in writing by mail send to the address of the Payment Operator, by e-mail send to kontakt@imoje.pl, or by telephone calling at 32 319 35 71.
4. The complaint referred to in section 2 shall be reviewed by the Payment Operator immediately, however, within a period not longer than 15 Business days of its receipt. In cases where provision of an answer to the complaint within 15 Business days is impossible due to the complicated nature of the case, the Payment Operator shall inform the Client within that period about reasons for delay, circumstances that must be determined and about a complaint review date and reply which may not be longer than 35 Business days of its receipt.
5. A response to the complaint shall be delivered to the Client in hard copy or, upon agreement with the Client, using other durable data carrier sent to the address indicated by the Client in the complaint.
6. A notification by the Client should contain as much information as possible, including at least:
 - a. Transaction number,
 - b. Transaction amount,
 - c. the date and time of the Transaction,
 - d. Order information in the Online Shop – order number, items/services purchased,
 - e. the number of the debited account (in the case of transfers).
7. Irrespective of a mode of communication that the Client chooses for being contacted about a complaint review, the Payment Operator shall have the right to send information about a response in hard copy to the Client's communication address.
8. If the Payment Operator needs additional information while reviewing a complaint, it shall have the right to contact the Client by phone at the telephone number that the Client has indicated for contacting the Bank.
9. If the Payment Operator fails to consider the Client's claims presented in the complaint, the Client shall have the right to make an appeal.
10. When requested, the Client shall be obliged to collaborate with the Payment Operator to determine reasons for irregularities reported in the complaint.
11. A complaint that does not concern operations of the Payment Operator described in the Terms and Conditions shall be forwarded to a relevant entity. An entity whose operations a complain concerns shall review it pursuant to the rules indicated in its regulations and internal provisions.

12. The Client, who is a Consumer, may use an opportunity to apply to the Consumer Ombudsman or an alternative form of dispute resolution.
13. The Client who is a Consumer has the possibility to make use of an out-of-court procedure for handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Katowice. Information on how to access the aforementioned dispute resolution procedure and procedures can be found at the following address: <http://www.uokik.gov.pl>, under "Consumer Dispute Resolution". A consumer buyer also has the possibility to use the EU online ODR platform, available at the following web address: <http://ec.europa.eu/consumers/odr/>. Detailed information on the application procedure can be found here.

Article 10 Personal Data

The Client represents that data provided by them during processing and execution of a Payment is true and valid. The provision of untrue data shall result in the Client's civil liability towards the Bank. The above shall not exclude criminal liability, if a regulation of law so provides.

Article 11 Final Provisions

1. Any disputes that the Parties are be unable to resolve amicably, shall be resolved by a competent common court of law.
2. Polish law shall govern the legal relationships arising under the agreements concluded on the basis of these Terms and Conditions and the relationships between the Bank and the Client prior to the conclusion of the agreement. If the Client is not a consumer, the provisions of the PSA, the exclusion of which in relations with non-consumers is permitted in accordance with the provisions of this Act, shall not apply.
3. Communication with the Client shall be done in Polish.