

Terms of instant mobile phone top-up services provided by Autopay S.A. at doladuj.plushbezlimitu.pl

§ 1. Preliminary provisions:

- 1.1. In accordance with the requirements of the Act of 18 July 2002 on the provision of electronic services Autopay S.A. with its registered office in Sopot creates these Terms of service.
- 1.2. The entity providing the services described in the Terms of Service is Autopay Spółka Akcyjna with its registered office in Sopot at ul. Powstańców Warszawy 6, post code: 81-718, entered into the Register of Entrepreneurs kept by the District Court for Gdańsk – Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS number: 0000320590, NIP [Tax ID no.]: 585-13-51-185, REGON [National Business Registry no.]: 191781561, with a fully paid-up share capital of PLN 2,205,500, having the status of a large entrepreneur within the meaning of the Act on counteracting excessive delays in commercial transactions, supervised by the Polish Financial Supervision Authority and entered into the register of national payment institutions under no. IP17/2013.
- 1.3. Under these Terms of Service, Autopay S.A. with its registered office in Sopot provides the service of instant prepaid phone top-ups to the User.

§ 2. Definitions:

- 2.1. Operator – Polkomtel Sp. z o.o. with its registered office in Warsaw, providing telecommunications services to the User.
- 2.2. Terms of Service – these Terms of Service.
- 2.3. Site – the website available at <https://doladuj.plushbezlimitu.pl>.
- 2.4. Company – Autopay S.A. with its registered office in Sopot.
- 2.5. Top-Up Service – a service consisting in the instant top-up of a prepaid phone, described in these Terms of Service.
- 2.6. User – any user of the Site using the Top-up Service.

§ 3. Top-Up Service:

- 3.1. The Top-Up Service concerns the top-up of pre-paid accounts in Plush system, available in the Operator's Network and consists in increasing or renewing the limit of tariff units on the pre-paid phone account, which may be used only for telecommunication services provided by the Operator.
- 3.2. The Top-Up Service allows to credit the prepaid phone number account with any amount from among the denominations specified on the Site.

§ 4. Service performance:

- 4.1. The Top-Up Service may be used via the Site, using payment tools made available thereat. Payment for the Top-up Service should be made immediately after the order is placed.
- 4.2. Using the Top-Up Service requires the provision of the prepaid phone number to be topped-up, the top-up amount and e-mail address to which the confirmation of the conclusion of the Top-Up Service agreement is to be sent and via which the Company contacts the User.
- 4.3. Due to the nature of the Top-Up Service, which is aimed at the fastest possible increase of the tariff unit limit, the service shall be effected at the User's request, immediately after the Company receives the purchased top-up amount from the User. If the User uses a payment instrument or account maintained by the Company, the service is performed immediately after the instrument or account is charged. The Top-Up Service shall be performed within no more than 3 hours after the Company receives the payment from the User.
- 4.4. The User shall receive a return message about the status of the Top-Up Service provision to the provided e-mail address and phone number.
- 4.5. The Top-Up Service shall be deemed performed upon the increase of the prepaid phone account's tariff unit limit for telecommunication services provided by the Operator.
- 4.6. Top-up of a pre-paid account starts the next validity period of this account - under the terms and conditions agreed by the User with the Operator under the agreements for the provision of telecommunications services.
- 4.7. The top-up may be used for telecommunication services, in accordance with the terms agreed between the User and the Operator. Details regarding the terms and conditions governing the

provision of services by the Operator are defined in agreements, terms of service and price lists of the Operator.

- 4.8. Where the User's payment service provider charges fees for effecting payments to the Company, the User shall bear those fees on terms agreed with the User's provider.
- 4.9. The Company declares that, in accordance with Article 106b paragraph 1 point 1 in conjunction with Article 106i paragraph 3 point 4 of the Value Added Tax Act of 11 March 2004, it is obliged to issue an invoice documenting the provision of a Service made to another payer of tax, value added tax or tax of a similar nature, or to a legal entity that is not a taxpayer. In the event that the User acts as an entrepreneur (taxpayer) at the time of purchase, it is required that the User informs the Company of this fact, thereby enabling the Company to perform the obligation referred to in the preceding sentence. This information must be provided no later than the 10th day of the month following the month in which the User used the Top-up Service. Timely submission of the above information is considered to be the submission of the required data of the entrepreneur to issue an invoice in the form available at: <https://faktury.autopay.pl/> or by phone number 58 760 48 44 within the time limit specified in the previous sentence.

§ 5. Personal data:

- 5.1. The Controller of the Users' personal data is the Company.
- 5.2. The legal basis, purpose, period of personal data processing and the rights of the User, as well as other important information concerning the principles of personal data processing are specified in detail in the [Privacy Policy of Autopay S.A.](#), laid down in line with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("the Regulation").
- 5.3. Providing personal data is voluntary, but necessary for the implementation of the Service.
- 5.4. In case of questions concerning data processing or in order to exercise the User's rights under the Regulation, it is possible to contact the Data Protection Officer at the address odo@autopay.pl or in writing to the Company's address: Autopay S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, note: personal data protection.

§ 6. Complaints and dispute settlement:

- 6.1. Complaints may be made:
 - 6.1.1. in writing - in person at the Company or through a postal operator, courier or messenger to the Company's address: ul. Powstańców Warszawy 6, 81-718 Sopot, or to the e-mail address referred to in Article 2 (1) of the Act of 18 November 2020 on Electronic Service;
 - 6.1.2. electronically - via the complaint form available at: pomoc.autopay.pl;
 - 6.1.3. orally - by phone at 58 7604 844 between 8:00 a.m. and 10:00 p.m. on business days and on Saturdays between 8:00 a.m. and 4:00 p.m. (call payable at rates applicable to the User of the telecommunications operator) or personally to the protocol in the Company (between 8:00 a.m. and 4:00 p.m. on business days).
- 6.2. Complaints may also be lodged by the User's proxy, having a power of attorney granted in ordinary written form.
- 6.3. A complaint should contain a brief description of the reservations made, the transaction number and indication of the User's data together with his mailing address (e.g. address of residence), unless: The User made a complaint using the complaint form available at pomoc.autopay.pl - in which case a correspondence address is not required or when the User has submitted an application for receiving a response to the complaint by e-mail - then the User indicates an e-mail address for receiving a response to the complaint (unless the Company has the User's e-mail address).
- 6.4. At the request of the User, the Company shall confirm to the User the receipt of the complaint by e-mail or in writing.
- 6.5. The Company shall handle the complaint immediately, but no later than within 14 days from the date of receipt thereof.
- 6.6. If the complaint needs to be supplemented in accordance with the wording of section 6.3 - the Company shall request the User to supplement it.
- 6.7. The response to the complaint shall be given in paper form to the User's correspondence address, unless: The User submitted the complaint via the complaint form available at pomoc.autopay.pl - in such case response to the complaint shall be posted on the User's personal complaint profile available at pomoc.autopay.pl, or the User requested to receive the response by electronic mail -

in such case the response to the complaint shall be delivered to the e-mail address given by the User.

- 6.8. The User should bear in mind that the submission of a complaint immediately upon becoming aware of any cause for complaint may facilitate and streamline the reliable complaint handling by the Company.
- 6.9. The complaint handling procedure does not exclude the User's rights under the provisions of law.
- 6.10. The Agreement shall be governed by Polish law.
- 6.11. The User is entitled to bring an action against the Company to common court. The court competent for resolving disputes arising from this Agreement is the court competent in accordance with the provisions of the Code of Civil Procedure.
- 6.12. The User who is a consumer is also entitled to seek out-of-court redress mechanisms, in particular Permanent Consumer Arbitration Courts at Voivodeship Inspectorates of Trade Inspection.
- 6.13. The User who is a consumer is also entitled to request assistance from the competent District (Municipal) Consumer Ombudsman.
- 6.14. Consumer users may use the electronic link to the ODR platform: ec.europa.eu/odr.

§ 7. Communication and technical requirements:

- 7.1 The language of communication between the User and the Company shall be Polish.
- 7.2 Unless the provisions of these Terms of Use provide otherwise, the User may communicate with the Company:
 - 7.2.1 by e-mail, via e-mail address bok@autopay.pl.
 - 7.2.2 by phone at 58 7604 844 - from Monday to Friday from 7:00 a.m. to 10:00 p.m., and on Saturdays from 8:00 a.m. to 4:00 p.m.;
 - 7.2.3 in writing, at: Autopay S.A., ul. Powstańców Warszawy 6, 81- 718 Sopot, with the note: Doładowania telefonów [*Phone top-ups*].
- 7.3 The Company communicates with the User by e-mail, telephone or in writing, however, if the provisions of the Terms of Use or legal regulations do not provide otherwise, e-mail is the basic form of communication with the User.
- 7.4 Services provided on the basis of these Terms of Service are provided by electronic means, via the Internet. In order to properly use the Services, the User must meet the minimum technical requirements:
 - 7.4.1. have a device enabling access to the Internet and correct display of websites.
 - 7.4.2. have an active e-mail account.
- 7.5 The User shall pay fees related to Internet access and data transmission according to the tariff of his provider.
- 7.6 The User undertakes to use the Site in accordance with the provisions of law and rules of social coexistence. It is forbidden for the User to enter, when using the Site, content which the User is not entitled to enter, and in particular content that violates any rights of third parties.

§ 8. Term of and withdrawal from the Agreement:

- 8.1. The Top-Up Service agreement shall be concluded via the Site, by accepting the Terms of Service and ordering the Top-Up Service.
- 8.2. The agreement is concluded for a definite period of time necessary to perform a single Top-Up Service. Each use of the Top-Up Service requires the acceptance of these Terms of Service. The content of these Terms of Service is available in the Site and delivered to the User in a manner allowing for these Terms of Service to be saved on the User's device or printed out.
- 8.3. Due to the nature of the Top-Up Service which consists in the increase or renewal of the tariff unit limit at the prepaid phone account and thus cannot be returned by the User, the Top-Up Service shall be executed in full upon receiving the request for its immediate execution from the User. The Top-Up Service shall be executed in full immediately upon receiving the payment from the User, preceded by the request referred to in the first sentence.
- 8.4. The statement requesting the immediate execution of the Top-Up Service shall be submitted via the Site.
- 8.5. Unless the circumstances referred to in Section 8.7 occur, a User who is a consumer, as well as a User who is a natural person concluding an agreement for the provision of the Top-up Service in direct connection with his business activity, if the content of this agreement shows that it does not have a professional character to him, may withdraw from the agreement within 14 days from its conclusion.
- 8.6. The withdrawal may be effected by providing the Company with a statement on withdrawal from the agreement. The statement may be provided on a form the specimen of which constitutes Appendix

No. 1 to the Terms of Service. The statement may be sent to the Company by e-mail to the address indicated in § 7 of the Terms of Service.

8.7. The full performance of the Top-Up Service at the User's request, consisting in the delivery of a relevant communication to the Operator and increase of the tariff unit limit at the prepaid phone account, shall result in the User losing the right to withdraw from the Agreement.

8.8. The Terms of Service are effective as of 08.07.2024.

Appendix No. 1 – statutory sample agreement withdrawal form

SAMPLE AGREEMENT WITHDRAWAL FORM

(this form must be completed and returned only in the event of withdrawal)

- Recipient: Autopay S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, phone 58 7604 822, e-mail address: bok@autopay.pl or via the complaint form available at: pomoc.autopay.pl;
- I/We^(*) hereby inform that I/We^(*) withdraw from the agreement on the sale of the following items^(*) agreement on the delivery of the following items^(*) contract for specific work for the performance of the following work^(*) / agreement on the performance of the following service^(*)
- Date of conclusion of the agreement^(*)/date of acceptance^(*)
- Name of consumer(s) (**)
- Address of consumer(s) (**)
- Signature of consumer(s) (**) (only if the form is sent in hard copy)
- Date

(*) Delete as appropriate

(**) The form assumes that consumer is a natural person who has concluded an agreement directly related to his business activity, provided that it follows from this agreement that the former does not have a professional nature to that person