

TERMS OF SERVICE
for GG Moneybox Owners

Effective from 12 March 2022.

PREAMBLE

“GG Moneybox” is a Service available as a mobile Application, and a part of the GG Instant Messenger, enabling voluntary payments to the verified Users of the GG Instant Messenger, seeking financial support for their creative activity or seeking funds for their private goals. Using GG Moneybox, you can also give someone a financial gift, e.g. for their birthday, anniversary, to show that you remember someone or support their money collection. Money collected by the User in the Moneybox may be used for any purpose in accordance with the Terms and Conditions.

The Terms of Service below define the terms and conditions of using the GG Moneybox Service provided by Fintecom. The Terms of Service set out the rights and obligations of the Users and the rights, obligations and responsibilities of Fintecom, as well as the conditions for the provision of payment services by Fintecom. Please read the Terms of Service carefully before using the Service.

I. Definitions:

1. **GG** (formerly Gadu-Gadu) – Instant messenger owned by Fintecom Sp. z o. o., with its registered office in Koszalin;
2. **Fintecom** – Fintecom Sp. z o.o. incorporated under the laws of Poland. Registered address: ul. Marszałka Jozefa Pilsudskiego 45, 75-502 Koszalin. KRS 0000362067; REGON 320877907; NIP 6692501424; having the status of a National Payment Institution [Krajowa Instytucja Płatnicza], supervised by the Polish Financial Supervision Authority (licence no. IP4/2013). The share capital of the company amounts to PLN 600,000, paid in full.
3. **KNF** – means the Polish Financial Supervision Authority, ul. Piekna 20, 00-549 Warsaw; www.knf.gov.pl.
4. **Financial Ombudsman** – means the Financial Ombudsman Office, Al. Jerozolimskie 87, 02-001 Warsaw; www.rf.gov.pl.
5. **GIFI** – means the General Inspector of Financial Information, Address: Department of Financial Information, Ministry of Finance, ul. Swietokrzyska 12, 00-916 Warsaw.
6. **PayU S.A.** – a payment service provider through which deposits to the GG Moneybox can be made. PayU S.A. is the Payment Controller made by payment cards, among other means. PayU S.A., with its registered seat in Poznan, 60-166 Poznan, ul. Grunwaldzka 186, is a national payment institution supervised by the Polish Financial Supervision Authority, entered in the Payment Services Register under no. IP1/2012, entered into the Register of Entrepreneurs kept by the District Court in Poznan - Nowe Miasto i Wilda in Poznan, VIII Commercial Division of the National Court Register under no. KRS 0000274399, with tax identification number NIP: 779-23-08-495, REGON: 300523444.

7. **GG Moneybox** – a paid service provided by Fintecom in the GG Instant Messenger.
8. **Moneybox Application** – software that runs mainly on the GG server and communicates through the Internet network with the user's device, e.g. computer or mobile device with built-in operating system, e.g. smartphone.
9. **Moneybox Bank Account** – a dedicated, virtual bank account of Fintecom where funds paid to the Users as part of the GG Moneybox service will be deposited.
10. **Terms of Service** – these Terms of Service for GG Moneybox;
11. **GG Terms and Conditions** – the general Terms and Conditions for the GG Instant Messenger services;
12. **Payee** – a natural person or a company with an Account in PLN at any bank in Poland, owner of the GG Moneybox.
13. **Service** – a service provided electronically within the GG Internet communication platform, consisting in the operation a Payment Instrument called "GG Moneybox".
14. **Moneybox Agreement** – an agreement concluded with the GG User for the provision of the GG Moneybox service.
15. **Moneybox Account / User Panel** – a separate transaction and administration panel of the GG Moneybox User, by means of which specific actions can be performed as part the Service, used to order money withdrawals, view transaction history and manage personal data. Logging into the Panel is done using security details.
16. **Business Day** – a day of the week from Monday to Friday, except for public holidays in the Republic of Poland.
17. **Required Documents** – copies of a document that confirms the identity of the GG Moneybox User and a document that confirms the User's residential address. In the case of a business User , also documents confirming business activity and data of its representative.
18. **Personal Data** – data provided by the User and collected on the Website, including data collected as part of registration, as well as any other information about an identified or identifiable natural person collected from the User and processed by Fintecom for the proper provision of the Service;
19. **Privacy Policy** – the document describing the rules of collecting, processing and protection of personal data, applicable on the GG website, within the scope of the services provided, available at [Privacy Policy](#)
20. **PS Act** – the Act of 19 August 2011 on Payment Services.
21. **AML Act** – the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing.
22. **Payment Instrument** – GG Moneybox a set of procedures introduced by Fintecom within the Application, used by the User to submit Payment Orders.
23. **Verifying Transfer** – a transfer from the GG User's Bank Account or a bank account of which the User is a co-owner and to which the User's personal data is assigned, necessary to identify their identity.

24. **User's Bank Account** – a bank account owned or co-owned by the User, used to fund the Payment Instrument, to which the User may also transfer funds from the Payment Instrument (withdrawals), and from which the User may make a Verifying Transfer.
25. **GG User** – means a natural person or a legal entity registered on the GG platform by means of an online registration form in order to use the GG Instant Messenger Service, and which has been assigned a unique GG number.
26. **Supporter** – any adult natural person with full legal capacity, legal person or organisational entity without legal personality, providing a GG Moneybox Owner with voluntary contribution in any amount.
27. **Registration** – registration in the Service, available only to logged-in GG instant messenger Users, consisting of entering login and password to the Service and supplementing it with data received by the Service in the verifying transfer.
28. **GG Moneybox User** (hereinafter: User) – a natural person with legal capacity who has completed the Registration process and the Level I Verification process.
29. **Verified User** – a natural person with legal capacity who has completed the Registration process and the Level II Verification process.
30. **Level I Verification** – confirmation of the User's identity accomplished by Fintecom by the way of comparison of the data provided by the User during Registration with the User's data included in the bank confirmation of the Verifying Transfer;
31. **Level II Verification** – confirmation of the User's identity based on a scan or photo of the identity card (or other identity document), a document confirming the address of residence or electronically verified.
32. **Payment Order** – the User's statement addressed to Fintecom, containing an order to withdraw funds to the User's Bank Account (withdrawal of funds accumulated in the GG Moneybox).

II. Basic Information

1. These Terms of Service of the Payment Instrument "GG Moneybox" (hereinafter referred to as the "Terms of Service"), define the rules for the provision of payment services by Fintecom in the GG Instant Messenger, including the rights and obligations of the Users resulting from entering into the Payment Instrument Agreement, which includes the rules for the issuance and use of the Payment Instrument by the Users, defines the manner of using the service in the GG Instant Messenger and the rules regarding termination of the Service.
2. The Payment Instrument Agreement (hereinafter: "Moneybox Agreement") is a supplement agreement to the framework agreement concluded with the User on the basis of the Conditions, the subject of which is the provision of telecommunications services by Fintecom (GG Instant Messenger).
3. The Moneybox Agreement is concluded for an indefinite time.
4. The conclusion of the Moneybox Agreement shall be conditional upon the User correctly completing the GG Registration process and passing the Identity Verification process, at least the Level 1 Verification.

5. Fintecom Sp. z o.o. (hereinafter: "Fintecom") is engaged in the provision of payment services within the meaning of the Act of 19 August 2011 on Payment Services (hereinafter: the "PS Act"), being a National Payment Institution entered in the register of the Polish Financial Supervision Authority of payment service providers under the number IP4 / 2013.
6. The User is required to read these Terms of Service before using the Service. The use of the Service means that the User accepts the provisions of these Terms and Conditions.
7. The controller of the User's personal data is Fintecom, in accordance with the [Privacy Policy](#) of the GG service.
8. "GG Moneybox" is a payment instrument as defined in the PS Act.
9. The "GG Moneybox " service is available only to users with a GG account that has been successfully verified by Fintecom.
10. The service is provided only within the territory of the Republic of Poland.
11. The condition for setting up a GG Moneybox is having a bank account in one of the banks operating in Poland.
12. In order to use the Payment Instrument, it is necessary to have a device with access to the Internet along with the iOS or Android operating system installed on that device enabling the download and installation of the Moneybox Application.
13. The Terms of Service shall be made available to the User on a durable medium before the conclusion of the Agreement. The User is required to read the Terms of Service before accepting their content, which is a prerequisite for using the payment services provided by Fintecom under the Agreement.

III. Verification of the GG User Account

1. GG Moneybox can be created only for verified GG users.
2. The first step to verify your GG account is to send a verifying transfer in the amount of PLN 0.01 to a dedicated Fintecom account (Level I Verification).
3. One GG User can send only one verifying transfer and set up only one GG Moneybox.
4. The Verifying Transfer can only be made in Polish currency, from a bank account of one of the banks operating in the Republic of Poland.
5. The Verifying Transfer cannot be made through payment gateway operators.
6. The Verifying Transfer must be made from the bank account of the person or company who sets up the GG Moneybox.
7. In order to fully verify the User (Level II Verification), the User provides the following personal information:
 - a) name and surname,
 - b) PESEL number (personal ID no.),
 - c) residence address,
 - d) country of birth,

- e) the type, series and number of your identification document,
 - f) citizenship,
 - g) a declaration on the beneficial owner of the User and on the fact that the User or the beneficial owner of the User is a politically exposed person, including being a family member or a person known to be a close associate of a politically exposed person.
8. Fintecom shall not issue the Payment Instrument if the data indicated by the User in the Payment Instrument Issuance process does not match the Verifying Transfer data or does not appear in the Verifying Transfer data.
 9. After the confirmation of the Level I Verification, Fintecom transfers the value of the verification transfer to the balance of the GG Moneybox of the User.
 10. Fintecom does not refund the amount of the verification transfer of PLN 0.01 in case the Level I verification fails.
 11. The User will be informed about any negative result of the Verification by e-mail sent to the User's e-mail address saved in the User's Account.
 12. Fintecom ensures the protection of data and documents sent by the User.
 13. In the case of changes or errors regarding the data, information or documents which were the basis of the User's identity Verification, the User is obliged to immediately contact Fintecom's customer service desk via e-mail: skarbonka@gg.pl and present updated and correct data, information and documents.

IV. Registration

1. Based on data:
 - a) provided during registration in the GG Instant Messenger, i.e. name, surname, e-mail address, telephone number,
 - b) submitted with the verifying transfer, i.e. name, surname, address and bank account number,only one GG Moneybox may be registered.
2. After exceeding the limit of funds specified in Section XI of these Terms and Conditions, it is necessary to present documents allowing for full verification of the GG Moneybox User (Level II Verification).

V. "GG Moneybox" Service Description

1. The User may use the Moneybox Service if their GG account has been verified by Fintecom with a verifying transfer.
2. The User shall log into the Moneybox Application using a login and password set separately for the GG Moneybox Account, independent of the login and password used to log into the GG Instant Messenger.
3. After the first login, the User is asked to set a four-digit PIN to facilitate subsequent logins to the Moneybox.
4. Making the Payment Instrument available to unauthorised persons by disclosing any login

or access data to them is prohibited.

5. Funds in the Moneybox can be collected for any purpose that does not violate the applicable law and the rules of operating GG Accounts specified in Section III of the GG Platform Terms and Conditions and specified in Section XX, par. 5 and 6 of these Terms of Service.
6. The funds deposited in the User's Moneybox will be collected in a separate bank account, will not be merged with Fintecom's own funds at any stage and will be protected in accordance with the applicable regulations set out in the PS Act.
7. For each GG Moneybox, a separate virtual account is generated for the specific Moneybox along with an individual QR code.
8. You can fund your Moneybox account in several ways:
 - a) using a payment gateway operated by PayU S.A. (payment by VISA or Mastercard credit or debit cards, BLIK, pay by link),
 - b) by transferring funds directly to the bank account number assigned to your Moneybox,
 - c) by scanning the QR code (assigned to the specific Moneybox) with a phone and accepting the payment in the mobile application of your bank.
9. Funds can be deposited to the GG User's Moneybox Bank Account by any person, including persons who are not registered GG Users.
10. The path to the PayU payment gateway is displayed on the webpage www.gg.pl or www.ggapp.com, on the GG User's public profile.
11. Access to the GG Moneybox User Panel is granted to the User logged into the GG Instant Messenger. Access to the Moneybox is additionally protected by a PIN number set by the User upon the first login to the Moneybox.
12. All contributions to any Moneybox are free of any fees or commissions for the contributor.
13. GG Moneybox fees will be borne solely by its owner.
14. The fees referred to in par. 13 above are referred to in Section IX of these Terms of Service.
15. The Moneybox always shows two balances: the accounting balance and the balance of available funds.
16. The accounting balance is the sum of all deposits and withdrawals from the moneybox (including commissions).
17. The balance of available funds shows the accounting balance less the 5% commission for operating the Moneybox.

VI. Fintecom's Rights and Obligations

1. Fintecom enables:
 - a) operating of the GG Moneybox through the GG User Account,
 - b) funding any GG Moneybox without the need to have a GG User Account.
2. Fintecom has the right to refuse the registration of a GG Moneybox, as well as to remove a

previously created Moneybox, in particular if the User:

- a) provided false data,
 - b) violated the personal rights of third parties, in particular the personal rights of other Users,
 - c) engaged in conduct that violates these Terms of Service or applicable law.
3. Fintecom undertakes to process the User's personal data only to the extent of the consents obtained from the User, in accordance with the principles set out in the Privacy Policy and applicable data protection legislation, i.e. 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 the Act of 10 May 2018 on Personal Data Protection.
 4. Fintecom undertakes to correctly process payment orders placed through the GG Moneybox and to exercise due diligence when processing deposits to the Moneybox.
 5. Fintecom, as the controller of the GG Moneybox, undertakes to liquidate the Moneybox Account within 5 working days from the date of receiving a request from the User to close it. Closing the GG Moneybox does not also mean closing the User's Account in the GG Instant Messenger.
 6. Fintecom is obliged to issue an invoice for the commission charged by the 10th day of the month following the month in which the Service was provided. Invoices are available for download from the User Account.

VII. GG Moneybox User's Rights and Obligations

1. The Users are obliged to:
 - a) use the Payment Instrument in accordance with the provisions of the Terms of Service and not make it available to unauthorised persons.
 - b) protect the PIN number with due diligence and security, and not make it available to unauthorised persons.
 - c) immediately report to Fintecom the loss, theft, appropriation, unauthorised use or access to the Payment Instrument.
2. The User is the only person authorised to perform operations on their Account. Fintecom is not responsible for the actions of anyone to whom the User has provided access to their Account.
3. The User is obliged to observe the provisions of these Terms of Service and to use the GG Moneybox in a manner that does not interfere with its proper operation.
4. During the registration the User is obliged to provide true data.
5. The User agrees to update their data if it changes.
6. Users who have completed registration may terminate the Agreement for the provision of GG Moneybox services by submitting a request to delete the Moneybox Account in the Account Settings.

7. By accepting these Terms of Service, the User confirms that they are at least 18 years of age.
8. The User shall have the right to lodge a complaint relating to the functioning of the GG Moneybox. The rules for submitting complaints are described in these Terms of Service.
9. In the event of loss, theft, appropriation, unauthorised use or access to the Payment Instrument or loss, theft or appropriation of a mobile phone with the Application installed, the User is obliged to immediately report this fact:
 - a) by phone at +48 94 343 58 14,
 - b) in writing, to the e-mail address skarbonka@gg.pl.
10. The User agrees that Fintecom may collect the amounts referred to in Section IX, paragraph 4 from the funds withdrawn from the Moneybox.
11. In addition to the commission to be charged by Fintecom, as set forth in Section IX, the Moneybox owner has a possible obligation under the Act of 28 July 1983 on Inheritance and Gift Tax, which states that a gift from a single person of a value exceeding PLN 4,902.00 is subject to tax.

VIII. Available forms of depositing funds to the GG Moneybox

1. It is not possible to fund the Moneybox through cash deposits. Only a non-cash form is allowed.
2. Funds can be deposited to the Moneybox by any person or company:
 - a) via a payment gateway operated by PayU,
 - b) by making a direct transfer to the designated bank account of the specific Moneybox,
 - c) by scanning the QR code assigned to the User's Moneybox and then accepting the transfer on the mobile device.

IX. Fees and Commissions

1. The issuance and use of the Payment Instrument is free of charge.
2. Any contributions to any Moneybox are free of any fees or commissions for the Supporter, regardless of the Payment Instrument used to fund the Moneybox.
3. A withdrawal of funds from the Moneybox may be initiated if the withdrawn amount is at least PLN 100.00, with the exception of the final withdrawal connected with the settlement of the balance and closure of the Moneybox.
4. Withdrawal of funds collected by the User to their bank account will be charged by Fintecom with a fee of 5% of the amount withdrawn.
5. Commissions are charged to the funds linked to the Payment Instrument.
6. Fintecom reserves the right to change the amount of the commission in the event of an increase in prices of consumer goods and services, increase of the costs of providing services, increase in energy prices, costs of telecommunication, interbank settlements; in the event of an increase in the costs incurred by Fintecom in connection with the operation and maintenance of IT systems.

X. Card Payment Procedure (depositing funds to GG Moneybox).

1. One of the methods of depositing money into the GG Moneybox is using the payment gateway, the Controller of which is PayU S.A.
2. If the User has chosen the payment method mentioned in par. 1, they will be redirected to the website of PayU, the Payment Controller.
3. In order to make an electronic payment, the User should follow the procedure displayed on the PayU website.
4. We only accept VISA and MASTERCARD payment cards.
5. Transaction security is ensured by PayU S.A. Payment takes place on the secured transaction page of PayU S.A.
6. Fintecom does not have access to the User's payment card data. The Payment Card data is stored by the Payment Controller, PayU S.A. The User, making a payment via PayU, accepts the Privacy Policy of PayU.
7. The conditions for the execution of the Transaction are:
 - a) specifying the transaction amount,
 - b) providing the correct card number,
 - c) providing the name and surname of the cardholder,
 - d) entering the expiration date of the card and its three-digit security number,
 - e) successful Payment Authorisation.
8. Payment Authorisation will be successful only for Payment Cards that:
 - a) are not blocked,
 - b) have not expired,
 - c) if the bank issuing the card will confirm that the payment card User has funds available for the Transaction.

XI. Limits

1. The condition for the User to make a Payment with the Payment Instrument is having sufficient funds in the GG Moneybox.
2. If the owner of the Moneybox has been verified only on the basis of a verifying transfer in the amount of PLN 0.01 (Level I Verification), the Moneybox may be credited cumulatively up to the amount of PLN 4 500.00.
3. Withdrawals from the GG Moneybox above the limit of PLN 4,500.00 are possible after full verification of its owner, in accordance with Fintecom's internal AML procedure, by sending the required documents (Level II Verification).
4. Fintecom reserves the right to conduct a background check the User against external databases and the User agrees to such background checks.
5. The maximum value of funds transferred to an individual GG Moneybox in a single transaction may not exceed:

- a) PLN 200,00 – for payments made through the PayU payment gateway,
 - b) PLN 1,000.00 – for payments made by bank transfer directly to the bank account linked with the specific Moneybox.
6. Cash deposits to the Moneybox Bank Account are not accepted.

XII. Booking Time

1. The time required for the GG Moneybox to be credited:
 - a) approximately one hour if the PayU payment gateway is selected as the payment method,
 - b) from several hours to the maximum of one business day if traditional bank transfer is selected to transfer funds into the Moneybox,
 - c) in the case of payments made by traditional bank transfer on public holidays and non-working days, the payment is credited on the next business day.
2. Withdrawal from the GG Moneybox
 - a) from several hours to the maximum one business day, depending on the time of submission of the Payment Order in relation to the schedule of the Elixir session in Polish banks.
 - b) in the case of withdrawals ordered on public holidays and non-working days, the payment is made on the next business day.

XIII. Withdrawal of Funds Accumulated in the GG Moneybox

1. The User may withdraw funds accumulated in the GG Moneybox at any time by submitting a Payment Order (withdrawal order).
2. Fintecom will transfer funds accumulated in the GG Moneybox only to the bank account from which the User made the verifying transfer when verifying their GG account (Level I Verification).
3. A withdrawal of funds may be initiated if the available balance and the amount to be withdrawn is at least PLN 100.00.
4. By making a Payment, the User agrees to settle the Payment and bear the costs of the commission related to its execution.
5. Payments are irrevocable and irreversible from the time Fintecom receives notice that a Payment Order has been submitted.
6. The Payment shall be made no later than the end of the next business day after receipt by Fintecom of the valid Payment Order.
7. After making the Payment, Fintecom provides the User with information on the Application screen enabling the identification of the Payment and its amount and related fee. The User can check the information enabling the identification of the Payment in the "History" tab available in the Application.
8. No sufficient funds linked with the Payment Instrument to make the specific Payment and to collect the commission due for that Payment shall result in the inability to make the

Payment.

XIV. Suspension of Transactions

1. Fintecom reserves the right to suspend transactions performed through the GG Moneybox in the following cases:
 - a) there is a reasonable suspicion of money laundering or terrorist financing,
 - b) the User failed to provide the required documents after exceeding the PLN 4,500.00 limit of the balance accumulated in the Moneybox,
 - c) the User has not updated (at the company's request) their documents,
 - d) the User provided illegible, incomplete or outdated documents,
 - e) there is a reasonable suspicion that the User acts to the detriment of third parties or their actions may expose Fintecom to reputational damage,
 - f) a request to suspend the transaction was received from the GIFl,
 - g) an order was received from the prosecutor to suspend the transaction,
 - h) there is a reasonable suspicion that the transaction or the User's funds are related to a fiscal crime or a crime other than money laundering or terrorist financing,
 - i) the User uses the Moneybox for purposes which are contrary to the rules of the GG Instant Messenger, e.g. for the purposes mentioned in Section XX par. 5 and 6.
2. The Transaction will be processed after the issue is resolved with the User.
3. The Transaction will be unblocked after obtaining permission for its execution from GIFl, court or prosecutor's office in case the suspension of the Transaction was ordered by any of the above offices.

XV. Payment Instrument Block

1. Fintecom reserves the right to block the User's Payment Instrument:
 - a) for reasons related to the security of the Payment Instrument,
 - b) in connection with suspected unauthorised use of the Payment Instrument or deliberate cause of an unauthorised Payment,
 - c) upon reception from GIFl or the Prosecutor a decision on blocking of funds accumulated in the GG Moneybox.
2. Fintecom shall inform the User of the blocking of the Payment Instrument via e-mail and information sent in the GG Instant Messenger.
3. Until the reason for the blocking is clarified, the User's funds linked with the blocked Payment Instrument remain unavailable to the User.
4. Regardless of the blockade imposed, the User's Payment Instrument may still be funded from external bank accounts or through a payment gateway.
5. Fintecom removes the blockade imposed on the Payment Instrument when the grounds for maintaining it cease to exist.

6. If the GG Moneybox User's Payment Instrument cannot be unblocked, the credited funds will be returned to the Supporters through the standard complaint procedure.

XVI. Complaints

1. The User can access an electronic version of the Payment history in real time through the Application.
2. In case of doubts regarding the Payment history, and in particular when the User does not accept the Payment made, the User has the right to file a Complaint.
3. The User shall have the right to lodge a complaint relating to the functioning of the GG Moneybox. The rules for filing a complaint are described in this Section.
4. Complaints regarding the GG Moneybox submitted by the User should be addressed directly to Fintecom. If it is determined that the reason for the complaint is not related to Fintecom, it will forward the complaint to PayU S.A.
5. The condition for acceptance of the complaint is that the person making the complaint knows all the details of the transaction.
6. A Complaint may be filed:
 - a) in writing – to the address of Fintecom Sp. z o.o.
 - b) electronically – after logging in to the GG Moneybox in the "My Profile" tab or by sending an e-mail to reklamacje.skarbonka@gg.pl,
 - c) in person - at the company's headquarters,
 - d) by phone at 94 343 58 14.
7. In any case, the complaint will be answered without undue delay, but no later than within 15 days of receipt of the complaint. To meet the deadline, it is enough to send a reply before its expiry.
8. In particularly complicated cases, where it is impossible to investigate the complaint and provide an answer within 15 days, we will inform the User who submitted the complaint about:
 - a) reasons for the delay,
 - b) circumstances that must be established to provide clarification,
 - c) the expected time limit for processing the complaint and providing an answer, but not longer than 35 days from the day of receiving the complaint – this is the final deadline.
9. In case of failure to meet the deadline of 15 days or, in particularly complicated cases, 35 days, the complaint shall be considered resolved in favour of the User.
10. The response to the complaint shall be provided only to the User who submitted the complaint and is not provided to third parties.
11. The response is provided via a message in the "My Profile" tab of the Moneybox Application or in paper form. Upon the User's request, the response to the complaint shall be delivered by e-mail.
12. Claims raised in a complaint resolved in favour of the User shall be executed by Fintecom

immediately, but in any case within a period not exceeding 30 days from the date of the response.

13. The basis and scope of Fintecom's liability to the User is limited solely to the amount of funds accumulated in the GG Moneybox.
14. The User is entitled to claim compensation for an incorrectly performed service only if he notifies Fintecom of this fact without undue delay, but not later than within 13 months from the date of the Service performance. After this date, the User's claims against Fintecom for unauthorised, unperformed or improperly performed Payments shall expire.
15. When submitting a Complaint, the User must provide the following information:
 - a) unique User ID, which is their GG number,
 - b) unique transaction ID,
 - c) the date of the Payment under complaint,
 - d) the time at which the Payment under complaint occurred,
 - e) the amount of the Payment under complaint.
 - f) the payment method by which the Payment was made
16. Disputes that are not resolved through the standard complaint procedure will first be settled amicably.
17. If an amicable solution cannot be reached, any disputes arising shall be settled by the Court having jurisdiction over the registered office of Fintecom Sp. z o.o.
18. If the User is dissatisfied with the amicable settlement of the dispute, they have the right to submit a complaint to the Financial Ombudsman.
19. The User may file a complaint with the authority that supervises Fintecom (Polish Financial Supervision Authority) against Fintecom's actions if these actions violate the law and in the case of refusal to provide payment services to the User.

XVII. Counteracting Money Laundering and Terrorism Financing

1. All operations performed through the GG Moneybox are monitored in accordance with the internal "*Procedure of Counteracting Money Laundering and Terrorism Financing at Fintecom Sp. z o.o.*"
2. In connection with Fintecom's financial security measures, Fintecom is entitled in particular:
 - a) to verify Users who set up GG Moneyboxes,
 - b) to check the Moneybox Users against international sanction lists and PEP lists,
 - c) report suspicious and above-threshold transactions to GIFI.
3. Pursuant to the AML Act, Fintecom reports to GIFI above-threshold transactions with a value exceeding EUR 15,000. Such reporting applies to both the Supporters and Users of GG Moneybox.

XVIII. Limitation of Liability

1. Fintecom is liable up to the amount of contributions accumulated in the GG Moneybox.
2. Fintecom shall not be liable for any loss or damage suffered as a result of delays caused by third parties including, but not limited to, Polish banks, power outages or Internet connectivity interruptions, etc. that prevent the timely completion of the Service.
3. Fintecom shall not be liable for any disputes or conflicts arising between persons depositing funds into the Moneybox Bank Account and the User.
4. Fintecom shall be released from its responsibility to timely fulfil the obligations arising from the Service in the event of extraordinary circumstances beyond the control of Fintecom preventing the fulfilment of that obligation.
5. The User agrees to assume full responsibility for actions resulting from the User's failure to exercise due diligence in accessing their bank account, payment card and security information by unauthorised persons.
6. Fintecom shall not be liable to the Users for any indirect loss or damages, loss of profits or potential profits, arising in any way.
7. Both these Regulations and the general terms and conditions for the provision of the Service in the GG Instant Messenger do not impose on Fintecom any obligations to any entity other than the User and they may not be pursued by legal means by entities other than the User.
8. Using the GG Moneybox for any illegal purposes such as fraud or money laundering is strictly prohibited. Fintecom will report any suspicious activity to the appropriate government authorities.
9. Service Users are prohibited from attempting to abuse, exploit or circumvent the usage restrictions imposed by Fintecom on the Services we provide.
10. It is the responsibility of the Users (and not Fintecom) to ensure that they receive donations from third parties within the scope of applicable law or receive payments only from persons or companies for the sale or supply of goods or services that they may provide or receive in accordance with applicable laws and regulations. If the User has any doubts as to the legality of the origin of the funds, they should not use the GG Moneybox for this purpose.
11. Fintecom shall not be responsible for technical problems or technical limitations occurring in the computer equipment, terminal device, ICT system and telecommunication infrastructure used by the User which prevent them from using the GG Moneybox properly.

XIX. Contact with the User

1. In order to use the Service and to effectively communicate with Fintecom, the User must meet the minimum technical and hardware requirements. i.e. have a computer or other device with access to the Internet, an e-mail address and a telephone number. Any messages or requests may be directed to Fintecom by the User via the above-mentioned means of communication.
2. In connection with the provision of the Service, Fintecom contacts the User via e-mail, a system message left in the Application, via the GG Instant Messenger or by other means. The most common method of communication is to send the User a system message in their User Panel, with simultaneous e-mail notification.

3. The User shall regularly check whether their e-mail and other mentioned means of communication are functioning properly and receive and immediately read the messages in the system. We are not responsible for any losses resulting from the Users' negligence in this regard.
4. The User provides their GG Number each time they contacts the Service helpdesk. When contacting us by phone, or via chat, we may ask additional questions to verify the caller.
5. Fintecom reserves the right to send messages via the GG Instant Messenger or e-mail with information about changes in the functioning of the GG Moneybox, changes to the Terms of Service or the Privacy Policy, maintenance breaks or other relevant notifications in connection with the Service provided.
6. The User may contact Fintecom at any time by sending a message to the Customer Service Department at skarbonka@gg.pl. The preferred form of contact is to send the operator a system message from the User Panel after logging in.

XX. Termination of the GG Moneybox Service

1. The User, who is a consumer within the meaning of the Civil Code, may within 14 days from the conclusion of the Agreement (creation of the Account) withdraw from the Agreement without providing a reason and without incurring costs by sending Fintecom an appropriate statement. To meet the deadline, it is enough to send the statement before its expiry.
2. The User has the right to terminate the framework agreement at any time and thus request the deactivation of their Moneybox and cancel the Service provided by Fintecom with seven days' notice.
3. Deactivation of the GG Moneybox does not mean the automatic deletion of the Users' personal data held by Fintecom. Pursuant to the provisions of law (AML Act), this data along with the transaction history will be stored for a period of five years, counting from the date on which the service provision to the User was terminated.
4. Fintecom may terminate the Moneybox Agreement with the User with two months' notice.
5. Fintecom has the right to suspend or close the GG Moneybox without notice in the following cases:
 - a) the User violated any provision of these Terms of Service,
 - b) violation or a reasonable suspicion of a violation of generally applicable law,
 - c) there is a reasonable suspicion that the User is engaged in any fraudulent activity, money laundering, terrorist financing or other criminal activity,
 - d) the User has failed to provide required documents or refuses to complete and update them,
 - e) the User uses the Moneybox for purposes that violate the GG instant messenger rules, as set forth in the GG instant messenger Terms and Conditions.
6. In particular, condemned are actions aimed at using the GG Moneybox for:
 - a) providing or transmitting pornographic content for a fee,
 - b) selling erotic photos, videos and accessories,

- c) unlawful use of an image, identity theft or impersonation, trademark infringement, etc.,
 - d) fraud or solicitation of unwarranted money transfers,
 - e) soliciting financial investments without the appropriate license.
 - f) infringing the copyrights of Fintecom or other Users,
 - g) impersonating or claiming to be another User.
7. Closing the GG Moneybox will mean the return of the funds accumulated on it to the account of the owner of that Moneybox, provided that:
- a) Fintecom has not received any request from GIFI or the prosecutor's office to secure the funds in the User's Moneybox,
 - b) 5 business days have passed since receipt of the User's request (the time needed to close and settle the final balance of the moneybox).
8. The outstanding balance of the moneybox will be returned within seven business days.
9. Fintecom shall terminate the Agreement in writing or in another durable medium (in particular electronically), stating the reasons for termination.

XXI. Final Provisions

1. Agreements concluded for the use of the GG Moneybox shall be entered into on the basis of and in accordance with the Polish law.
2. Fintecom reserves the right to change these Terms of Service at any time with two months' notice of the intended change.
3. Any other changes, not materially affecting the terms of service, may be made immediately and the User shall only be notified about them.
4. Fintecom undertakes to notify of any proposed changes by providing information in advance on the website https://www.ggapp.com/info/GG_e-Wallet/ and by e-mail sent to the e-mail address provided during the GG User's account registration process (additionally via the GG instant messenger).
5. The proposed change shall take effect at least two months after the date of sending the notification of the change, unless we receive an objection from the User to these changes before the date on which they become effective.
6. The User has the right to terminate the framework agreement prior to the date of entry into force of the proposed amendments to the Terms of Service, with effect from the date of notification of these amendments, but no later than on the date on which these amendments are to be applied.
7. If the User has objected to the proposed amendments, but has not terminated the framework agreement, the agreement shall expire on the day preceding the entry into force of these amendments.
8. If the User does not object to the proposed changes before the date of their entry into force, it is considered that the User has consented to them.
9. The expiration or termination of the Agreement shall be equivalent to the termination of the Service and deactivation of the GG Moneybox.

10. No person other than the User shall have any rights under these Terms of Service.
11. "GG Moneybox", a part of the GG service, is a Service assigned to a specific GG User. The User may not assign any of their rights under these Terms of Service to any third party.
12. In the event that Fintecom is unable to meet its obligations to the Users of the "GG Moneybox", the Users shall not be entitled to compensation under the Polish Banking Guarantee Fund, since the Service provided by Fintecom under the "GG Moneybox" is not a banking or trust service covered by government guarantees. However, the User's funds are protected in segregated bank accounts in accordance with the PS Act.
13. Fintecom reserves the right to suspend or terminate the operation of the GG Moneybox, subject to the notice period.
14. The agreement for provision of services by electronic means concluded through the registration in the GG Moneybox and granting of accompanying consents is concluded for an indefinite period of time.
15. The User is obliged to continuously check the correctness of operations and the balance of funds linked with the Payment Instrument.
16. In the event of a change in the data necessary for the provision of services under the Agreement, including the data and information referred to in Section III, par. 7, or in the event of loss of the identity document, the User shall immediately notify Fintecom, in writing or in electronic form. In the absence of such notification, the information provided to the current address and containing the current data shall be deemed effective.
17. During the term of the Agreement, the User has the right to request at any time the provisions of the Agreement and the information specified in Article 27 of the Payment Services Act on a durable information medium. With the consent of the User, the abovementioned information may be delivered by e-mail or posted on the website.
18. The contractual relations between the User and Fintecom are governed by the Polish law.
19. The currency supported by Fintecom for Payments by Users is the Polish currency (PLN).
20. Any disputes arising from the concluded Agreement shall be settled by the court of local jurisdiction, established in accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Journal of Laws 1964 No. 43, item 296).
21. The Agreement is concluded in Polish. The basic language used in the provision of services under the Agreement, including in the communication between the User and Fintecom, is Polish.
22. The institution that supervises Fintecom in respect of the provision of payment services is the Polish Financial Supervision Authority.

Downloads:

[TERMS OF SERVICE FOR GG MONEYBOX OWNERS](#)

[TERMS AND CONDITIONS OF PAYMENTS TO THE GG MONEYBOX ACCOUNT](#)