

TERMS AND CONDITIONS

of Payments to the "GG Moneybox" Account

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 and Conditions below define the terms and conditions of the Service of making payments to the GG Moneybox Account provided by Fintecom. The Terms and Conditions set out the rights and obligations of the Supporters 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 and Conditions 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. **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.

8. **GG Moneybox** – a service provided by Fintecom in the GG Instant Messenger, payable by the Moneybox Owners. The GG Moneybox service is free for persons making deposits to Moneyboxes.
9. **Moneybox Bank Account** – a dedicated, virtual bank account of Fintecom where funds paid by the Supporters to the Users as part of the GG Moneybox service will be deposited.
10. **Terms and Conditions** – these Terms and Conditions of Payments to the GG Moneybox Bank Account.
11. **GG Terms and Conditions** – the general Terms and Conditions for the GG Instant Messenger services;
12. **Terms of Service for GG Moneybox Owners** – rules specifying the principles for the provision of payment services by Fintecom in the GG Instant Messenger, including the rights and obligations of the GG Users arising from entering into the Payment Instrument Agreement (GG Moneybox), including the rules for the issuance and use of the Payment Instrument by Users.
13. **Payee** – a natural person or a company with an Account in PLN at any bank in Poland, owner of the GG Moneybox.
14. **Service** – a service provided electronically as part of the GG online communication platform which enables the Supporter to make deposits to any GG Moneybox bank account
15. **Business Day** – a day of the week from Monday to Friday, except for public holidays in the Republic of Poland.
16. **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.
17. **Personal Data** – personal data of the Supporters collected by Fintecom, contained on bank transfer confirmations, and any other data on an identified or identifiable natural person collected from the Supporters and processed by Fintecom for the proper provision of the Service.
18. **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](#)
19. **PS Act** – the Act of 19 August 2011 on Payment Services.
20. **AML Act** – the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing.
21. **Payment Instrument** – GG Moneybox a set of procedures introduced by Fintecom within the Application, used by the GG Moneybox Owner to submit Payment Orders.
22. **Verifying Transfer** – a transfer from the GG Moneybox 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.

23. **User's Bank Account** – a bank account owned or co-owned by the User, who is the GG Moneybox Owner, 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.
24. **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.
25. **GG Moneybox User** (hereinafter: User) – a natural person with legal capacity who has completed the Registration process and at least the Level I Verification process and owns their GG Moneybox.
26. **Verified GG Moneybox User** – a natural person with legal capacity who has completed the Registration process and the Level II Verification Process.
27. **Level I Verification** – confirmation of the User's identity accomplished by Fintecom by confirming the identification data provided by the User on the basis of the Verifying Transfer.
28. **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.

II. Basic Information

1. The Terms and Conditions of Payments to the "GG Moneybox" Bank Account (hereinafter referred to as the "Terms and Conditions") shall define the rules for providing payment services by Fintecom in the GG Instant Messenger, in particular the possibility of granting voluntary support to individual GG Moneybox Owners.
2. The rights and obligations of the Moneybox Owners arising from entering into the Payment Instrument Agreement, including the rules of issuing and using the Payment Instrument by the GG Users, are defined in the separate document entitled "Terms of Service for GG Moneybox Owners".
3. 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.
4. TheSupporter is required to read these Terms and Conditions before using the Service. By making a contribution to the User's Moneybox, the Supporter accepts the provisions of these Terms and Conditions.
5. The personal data controller of the Supporters is:
 - a) Fintecom – in the case of payments made by bank transfer, in accordance with the [Privacy Policy](#) GG Instant Messenger.
 - b) PayU – the payment controller for payment methods other than bank transfer.

6. "GG Moneybox" is a payment instrument as defined in the PS Act.
7. The service is provided only within the territory of the Republic of Poland.
8. In order to use the Service, it is necessary to have a stationary or mobile device with access to the Internet.
9. The Terms and Conditions shall be made available to the Supporter on a durable medium before the conclusion of the Agreement. The Supporter is required to read the Terms and Conditions before accepting their content, which is a prerequisite for using the payment services provided by Fintecom.

III. Verification of the GG User Account

1. GG Moneybox can be created only for verified GG users.
2. Details regarding verification of the GG Moneybox Owners can be found in a separate document entitled [Terms of Service for GG Moneybox Owners](#).
3. One GG User can have only one GG Money Box.
4. 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.

IV. Registration

1. Registration is not required for the Supporters and those making a voluntary donation to any particular GG Moneybox.
2. Registration is only required for the GG Moneybox Owners, where 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.
3. After exceeding the limit specified in the Terms of Service for GG Moneybox Owners, it is necessary to send documents that allow for full verification of the GG Moneybox User (Level II Verification).

V. "GG Moneybox" Service Description

1. The GG Moneybox Owner may use the service if their GG account has been verified by Fintecom, at least with a verifying transfer (Level I Verification).
2. Registration and verification is not required for the Supporters.
3. 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 VI, par. 4 and 5 of these Terms of and Conditions.
4. 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.

5. For each GG Moneybox, a separate virtual account is generated along with an individual QR code.
6. There are several ways for the Supporter to contribute to a Moneybox:
 - 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 the Moneybox,
 - c) by scanning the QR code (assigned to the specific Moneybox) with a phone and accepting the payment in the mobile application of the Supporter's bank.
7. It is not possible to fund a Moneybox through cash deposits. Only a non-cash form is allowed.
8. Funds can be deposited to the GG User's Moneybox Bank Account by any person, including persons who are not registered GG Users.
9. 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.
10. Any contributions to any Moneybox are free of any fees or commissions to Fintecom for the Supporter, regardless of the Payment Instrument used to fund the Moneybox.
11. GG Moneybox fees and any taxes on gifts will be borne solely by the GG Moneybox Owner.

VI. Fintecom's Rights and Obligations

1. Fintecom enables funding of any GG Moneybox without the need to have a GG User Account.
2. Fintecom undertakes to process the Supporter's personal data only to the extent of the personal data processing consent obtained from the Supporter, 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.
3. Fintecom undertakes to exercise all due diligence in handling the funds contributed to the GG Moneybox.
4. Fintecom has the right to suspend or close the GG Moneybox without notice in the following cases:
 - a) the Moneybox Owner has violated any provision of the *Terms of Service for "GG Money Box" Owners*,
 - b) the Moneybox Owner has violated, or is reasonably suspected to have violated, generally applicable law,
 - c) there is a reasonable suspicion that the Supporter or the Moneybox Owner is engaged in any fraudulent activity, money laundering, terrorist financing or other criminal activity,
 - d) the Moneybox Owner has failed to provide required documents or refuses to complete

and update them,

- e) the Supporter or the Moneybox Owner uses the Moneybox for purposes that violate the GG instant messenger rules, as set forth in the GG instant messenger Terms and Conditions.
5. 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 an appropriate licence,
 - f) infringing the copyrights of Fintecom or other persons, including other Users,
 - g) impersonating or claiming to be another person.
6. Deactivation of the GG Moneybox does not mean that Fintecom automatically removes personal data of the Moneybox Contributors. Pursuant to the law (AML Act), this data along with the payment history will be stored for a period of five years from the date the Contributor made the payment to the respective GG Moneybox.

VII. Supporter's Rights and Obligations

1. The Supporter is obliged to observe the provisions of these Terms and Conditions.
2. By accepting these Terms and Conditions, the Supporter confirms that they are at least 18 years of age.
3. The Supporter has the right to submit a complaint regarding the contribution made to the GG Moneybox. The rules for submitting complaints are described in Section XIII of the Terms and Conditions.
4. The Supporter accepts that the Moneybox Owner will be charged a commission, as described in Section VIII par. 3, from the funds withdrawn from the Moneybox.
5. In addition to the commission to be charged by Fintecom, as set forth in Section VIII, 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. Fees and Commissions

1. Any contributions to any Moneybox are free of any fees or commissions for the contributor (Supporter), regardless of the Payment Instrument used to fund the Moneybox.
2. A withdrawal of funds from the Moneybox may be initiated by its owner 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.
3. 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.

4. Commissions are charged to the funds linked to the Payment Instrument.
5. 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.

IX. Limits and Restrictions

1. 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.
2. Cash deposits are not accepted.

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 Supporter 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 Supporter 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 Supporter's payment card data. The Payment Card data is stored by the Payment Controller, PayU S.A. The Supporter, 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. 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. Moneybox withdrawal processing time is specified in the *Terms of Service for GG Moneybox Owners*.

XII. Payment Instrument Block

1. Fintecom reserves the right to block the GG Moneybox Payment Instrument in accordance with the *Terms of Service for GG Moneybox Owners*.
2. Regardless of the blockade, the Payment Instrument, i.e. "GG Moneybox", may still be funded by the Supporter.
3. Fintecom removes the blockade imposed on the Payment Instrument when the grounds for maintaining it cease to exist.
4. 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.

XIII. Complaints

1. The Supporter has the right to file a complaint related to the improper performance of the service.
2. Complaints concerning contributions to the GG Moneybox submitted by the Supporter 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.
3. The condition for acceptance of the complaint is that the person making the complaint knows all the details of the transaction.
4. A complaint may be filed:
 - a) in writing – to the address of Fintecom Sp. z o.o.
 - b) electronically – 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.
5. 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.

6. In particularly complicated cases, where it is impossible to investigate the complaint and provide an answer within 15 days, we will inform the Supporter 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.
7. 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 Supporter.
8. The response to the complaint shall be provided only to the Supporter who submitted the complaint and is not provided to third parties.
9. The response is given in the form in which the complaint was submitted. Upon the Supporter's request, the response to the complaint shall be delivered by e-mail.
10. Claims raised in a complaint resolved in favour of the Supporter shall be executed by Fintecom immediately, but in any case within a period not exceeding 30 days from the date of the response.
11. The basis and scope of Fintecom's liability to the Supporter is limited solely to the amount of funds transferred by the Contributor to the relevant Moneybox.
12. The Supporter 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 money transfer. After this date, the User's claims against Fintecom for unauthorised, unperformed or improperly performed payments to the relevant Moneybox shall expire.
13. When submitting a Complaint, the Supporter must provide the following information:
 - a) unique identifier of the owner of the Moneybox to which the payment was made (GG User 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
14. Disputes that are not resolved through the standard complaint procedure will first be settled amicably.
15. 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.
16. If the Supporter is dissatisfied with the amicable settlement of the dispute, they have the right to submit a complaint to the Financial Ombudsman.
17. The Supporter 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.

XIV. 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.

XV. 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 fulfill 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 Supporter agrees to assume full responsibility for actions resulting from the Supporter'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 Supporter for any indirect loss or damages, loss of profits or potential profits, arising in any way.
7. These Terms and Conditions do not impose on Fintecom any obligations to any entity other than the Supporter and they may not be pursued by legal means by entities other than the Supporter.
8. Funding 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. Supporters are prohibited from attempting to abuse, exploit or circumvent the usage restrictions imposed by Fintecom on the Services we provide.
10. 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 Supporter which prevent them from contributing the GG Moneybox properly.

XVI. Contact with Fintecom

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 Supporter via the above-mentioned means of communication.
2. The Supporter may contact Fintecom at any time by sending a message to the Customer Service Department at skarbonka@gg.pl, or by phone at 94 343 58 14.
3. Fintecom may contact the Supporter if the Supporter has previously provided Fintecom with their contact details (e.g. in previous correspondence with Fintecom).

XVII. Final Provisions

1. GG Moneyboxes are operated on the basis of and in accordance with the Polish law.
2. Fintecom reserves the right to change these Terms and Conditions of Payments to the "GG Moneybox" Bank Account 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.
4. Fintecom undertakes to notify of any proposed changes by providing information in advance on the website https://www.gg.pl/info/skarbonka_gg/.
5. The proposed amendment shall become effective at least two months after the date the amendment is published.
6. If the Contributor does not agree with the proposed changes, they may no longer make payments to the Moneybox.
7. "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 and Conditions to any third party.
8. In the event that Fintecom is unable to meet its obligations to the Supporter, the Supporter 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 Supporter's funds are protected in segregated bank accounts in accordance with the PS Act.
9. Fintecom reserves the right to suspend or terminate the operation of the GG Moneybox, subject to the notice period.
10. During the term of the Agreement, the Supporter has the right to request at any time the provisions of the Terms and Conditions and the information specified in Article 27 of the Payment Services Act on a durable information medium. With the consent of the Supporter, the abovementioned information may be delivered by e-mail or posted on the website.

11. The contractual relations between the Supporter and Fintecom are governed by the Polish law.
12. The currency supported by Fintecom is the Polish currency (PLN).
13. Any disputes arising from with the Supporter 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).
14. The primary language used in the provision of the services, including the contact between the Supporters and Fintecom, is Polish.
15. 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](#)