Effective From: October 02, 2024

Term and Conditions

1. INTRODUCTION

1.1 This document, together with any documents referred to in it (the **Terms and Conditions / Conditions**) constitutes terms and conditions upon which we provide the money remittance services by executing single payment transactions (the **Service / Services / Payment Services**), as described on the website (the Website) or mobile applications. The website and the mobile applications together constitute a platform intended for the provision of Services in accordance with these Conditions (the Platform or Platforms).

1.2 Please note, in the Terms and Conditions our use of the terms: “Service”, “Services” or “Payment Services”, includes, money remittance services provided in accordance with Polish Act of 19 August 2011 of on Payment Services (the **Act**), as single payment transactions, without having to conclude framework agreement for payment services. In respect of the provision of the Services, no framework agreement, within the meaning of the Act, is concluded in any respect.

1.3 Phrases such as 'you', 'your', 'yours' shall be interpreted in these Terms and Conditions as referring to the customer for whom ACE EUROPE provides Services.

1.4 Before placing and confirming your payment order for single payment transaction (the **payment order**) please:

1.4.1 read through these Terms and Conditions and in particular our cancellations and returns policy at 11 below and limitation of our liability and your indemnity at clause 16 below;
1.4.2 print a copy for future reference;
1.4.3 read our privacy policy regarding your personal information;
1.4.4 note that by ordering the Services listed on the Platform, you agree to be legally bound by these Terms and Conditions. You will be unable to place and proceed with your payment orders if you do not accept the Conditions as may be modified or amended and posted on the Platform from time to time.

1.5 If applicable, these Terms and Conditions supersede and replace any terms and conditions we have previously issued in relation to our provision of services to you.

1.6 You understand and confirm that by accepting these Terms and Conditions during registration process on the Platform, you agree to abide by these Terms and Conditions concerning your use of the service, physical location, and governing laws and regulations and our Privacy Policy.

1.7 It is not permissible to use the Service in order to violate or circumvent the law or the rules of fair trading, in particular to make payments with payment instruments not belonging to you.

1.8 You shall use the Service in a manner that complies with the law, solely for the purpose of completing the single payment transaction. When using the Service via the Platform, you may not introduce content that it is not entitled to introduce, in particular content that violates any third-party rights or is contrary to the law or the Conditions.

2. REGULATORY INFORMATION

2.1. Payment services are provided on the Platform by ACE EUROPE spółka z ograniczoną odpowiedzialnością (Service Provider / ACE EUROPE or we / us / our), a company registered in Poland under company number: 0000703382 having registered office at ul. Puławska 2, 02- 566 Warsaw, Poland, e-mail address: ace@ace-europe.eu

2.2. ACE EUROPE is regulated by the Polish Financial Services Authority (PFSA), a regulatory professional body for the purposes of regulating our Payment Services in accordance with the Act. We can be identified on the PFSA Register by our registration number: IP49/2020. The professional conduct rules and regulations can be found at http:// https://www.knf.gov.pl/.

3. COMMUNICATIONS

3.1. You agree that e-mail address and other electronic communications, available through Platforms, can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We will contact you by e-mail address or provide you with information by posting notices on Platforms, unless the Condition provide otherwise.

4. PAYMENT ORDERS

4.1. The Platforms are intended to provide Services for customers within the territory of the Republic of Poland, and in the territory of another EEA member state, through in the course of a crossborder business activity, under prior notification to the PFSA.

4.2. We are domestic payment institution entitled to provide Services for customers within the territory of the Republic of Poland, and in the territory of another EEA member state, through in the course of a cross-border business activity, under prior notification to the PFSA.

4.3. We may accept your payment order for the execution of a single payment transaction if you are resident in the Republic of Poland or in the European Economic Area (EEA), subject to reserving a right to amend the specifications or standards of the Services offered on the Platforms and/or these Conditions or to refuse to accept such an order for our Services from you, if it will put an excessive strain on our business or if we have an objective reason for doing so. If we accept your payment order, you will be liable to pay for all and any additional costs that we incur in order to facilitate your payment order. You will have an opportunity to cancel your payment order in case the additional costs are not acceptable.

4.4. If we agree to supply any Services ordered by you from the Platforms, they may be subject to fees, duties and/or taxes or expenses incurred due to complying with local and foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price. Please note that we have no control over these charges and cannot always predict their amount. Please contact your local customs office or taxation authority for further information before placing your payment order.

5. REGISTRATION

5.1 By registering on the Platforms, you undertake:

- 5.1.1. that all the details you provide to us for the purpose of registering on the Platforms and providing the Services are true, accurate, current and complete in all respects;
- 5.1.2. to notify us immediately of any changes to the information provided on registration or to your personal information;
- 5.1.3. that you are at least 18 years of age at the time of using the Service;
- 5.1.4. to only use the Platforms using your own username and password;
- 5.1.5. to make every effort to keep your password safe;
- 5.1.6. not to disclose your password to anyone;
- 5.1.7. to change your password immediately upon discovering that it has been compromised;
- 5.1.8. to neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them;
- 5.1.9. to provide us with correct, accurate, complete and truthful details concerning:
  - 5.1.9.1 the money remittance payment orders;
  - 5.1.9.2 the payee or beneficiary’s correct, true, accurate and complete details, including name, address, bank account number and any other information concerning the payee or beneficiary we require from time to time;
  - 5.1.9.3 your full name, address, bank account number and any other information we require of you from time to time; and
  - 5.1.9.4 any other information, including information required by the law, we request of you prior to us completing the Services;
- 5.1.10.not to use our Services to commit fraud, money laundering, financial crime, financing terrorism or any similar activities. You expressly agree that we have an immediate right to cancel with no delay any Services or account provided to you, without notice to you, and to report it to the appropriate policing or regulatory authority, where we suspect or detect that any crime is being committed by you, the payee or beneficiary or any third party on your behalf;
- 5.1.11.you authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

5.2 Registration on the Platforms is not equivalent to the submission of a payment order and the conclusion of the Contract, which are governed by separate rules set out in these Terms and Conditions. Registration does not in any way constitute a payment order (does not result in the initiation of a payment order) or an instruction to us to affect a payment transaction for you.

5.3 We reserve the right to terminate the Contract for the execution of a single payment transaction, within the meaning of the Act, of which these Terms and Conditions form an integral part, concluded with you before executing payment order for a single payment transaction and authorising single payment transaction (the **Contract**) pursuant to clause 25 below and to suspend or terminate your access to the Platforms immediately and without notice to you if:

- 5.3.1 you fail to make any payment to us when due;
- 5.3.2 you breach these Conditions (repeatedly or otherwise);
- 5.3.3 you are impersonating any other person or entity;
- 5.3.4 when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity;
- 5.3.5 we suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Platforms;
- 5.3.6 other circumstances provided for in the Conditions occur.

6. Eligibility to use the services through the platforms

6.1 To be eligible to use the Services through Platforms and lawfully enter into and form the Contract with us, you must:

- 6.1.1 be 18 years of age or over;
- 6.1.2 be legally capable of entering into a binding agreement;
- 6.1.3 provide full details of an address for the performance of the Services;

6.2 Identification requirements for payment orders:

- 6.2.1 valid photo identification coloured and clearly readable scan;
- 6.2.2 address verification (any valid utility bill / bank statement or council tax bill (please note that the bills should be at least 90 days valid);
- 6.2.3 your complete contact details;
- 6.2.4 other documents and information as we may specify and which are necessary for the purpose of your identification and verification process.

6.3 ACE EUROPE is authorised to verify your documents for identification purpose with independent online source to confirm the validity/authenticity.

7. PRICE

7.1. The prices of the Services are quoted on the Platforms together with the amount of funds that are the subject of a single payment transaction, being executed. The total amount, being the sum of the amount of the price and the amount of the funds, is charged to you in connection with the provision of the Services and the execution of a single payment transaction.

7.2. Prices quoted are for performance of the Services unless otherwise specified.

7.3. Unless otherwise stated, the prices are VAT exempted.

7.4. The prices quoted the Platform include and cover (excluding the amount of a single payment transaction) our:

- 7.4.1. external costs, incurred by us directly to a third party with whom we cooperate during and in connection with the execution of single payment transactions by us; these do not constitute our revenue and they are collected and transmitted directly to a third party;
- 7.4.2. internal costs, incurred by us in connection with the execution of single payment transactions;

7.5. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in any other costs of third-party services). In the unlikely event of this occurring, you shall be entitled to cancel the payment order at any time before we have commenced providing the Services.

7.6. You may find our transparency policy on pricing and fee structure here

8. Payment

8.1 Payment can be made by any major personal (not commercial) prepay, credit or debit card or through an electronic payment account as explained on the payment order form.

8.2 By placing a payment order, you consent to payment being charged to the prepay/debit/credit card, account or electronic payment account as provided on the payment order form.

8.3 Payment will be debited and cleared from your account before the provision of the Service to you.

8.4 When you pay for your payment order by card or from your bank account, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the payment order process against appropriate third-party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.

8.5 By accepting these Conditions, you:

- 8.5.1 undertake that all the details you provide to us for the purpose of purchasing the Services are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Services ordered;
- 8.5.2 undertake that any and all Services ordered by you are for your own private or domestic use only and not for resale;
- 8.5.3 authorise us to transmit the payment and delivery information provided by you during the payment order process (including any updated information) for the purpose of obtaining authorisation from your card issuer or bank to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention.

8.6 We shall contact you should any problems occur with the authorisation of your card.

8.7 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your payment order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from Platforms.

9. Order process and formation of a contract

9.1 The time of receipt of payment order is the time at which payment order has been received by us through Platforms. By submitting a payment order, you consent to the execution of a single payment transaction in accordance with these Terms and Conditions. All payment orders are subject to our acceptance and availability. If Service is not available, you will be notified by email or other means of communications including but not limited to calls, in-app notification or messages and you will have the option either to wait until it is available or to cancel your payment order. It is your responsibility to provide us with a valid e-mail address and other contact details so that we can contact you if necessary.

9.2 Any payment order placed by you constitutes a demand to provide the Services by us. All such demands received from you are subject to acceptance by us and we reserve the right to refuse any payment order placed by you at any time prior to acceptance, providing an explanation. The payment order you submit constitutes your consent to execute single payment transaction and includes at least the following information in order to be properly initiated and executed:

- 9.2.1 your first and last name;
- 9.2.2 unique transaction identifier;
- 9.2.3 your address, personal document number, and date and place of birth;
- 9.2.4 name, last name or business name of the payee;
- 9.2.5 payee's payment account number; or other method of receiving the payment from the options provided to you by us.
- 9.2.6 the sending reason of the single payment transaction;
- 9.2.7 the amount and currency of the single payment transaction.

9.3 You shall be responsible for ensuring the accuracy of the details provided by you during the payment order process and we will not accept payment order unless all details requested from you have been entered correctly.

9.4 You agree that if we contact you to acknowledge receipt of your payment order such communication shall not amount to our acceptance of your demand to provide the Services ordered by you from the Platforms.

9.5 The Contract incorporating these Conditions will only subsist each time upon receipt of the payment order and after having confirmed that we shall be providing the requested Service. We will send you an e-mail or otherwise notify you to confirm this (a Confirmation Notice). The Confirmation Notice will amount to an acceptance of your demand to provide the Services by us. The Contract will only be formed when we send you the Confirmation Notice (whether or not you receive it). By placing an order, you accept these Terms and Conditions, which are made available to you by us prior to the conclusion of the Contract. Immediately after receipt of a payment order we shall provide you with the following information:

- 9.5.1 that enables you to identify the single payment transaction and with the information about the payee;
- 9.5.2 about the amount of the single payment transaction in the currency used in the payment order;
- 9.5.3 about any prices due from you in respect of the single payment transaction, including a list of the amounts of such prices;
- 9.5.4 about the exchange rate used in the single payment transaction by us and the amount of the single payment transaction following currency conversion if the single payment transaction has entailed currency conversion;
- 9.5.5 about the date on which the payment order has been received.

9.6 The Contract will relate only to the Services concerning single payment transaction and payment order stated in the Confirmation Notice. We will not be obliged to provide any other Services which may have been part of your payment order until we have sent you a separate Confirmation Notice relating to it.

9.7 You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

9.8 You will be subject to the version of our policies and Conditions in force at the time that you order the Services from us, unless:

- 9.8.1 any change to those policies or these Conditions is required to be made by law or governmental authority or under circumstances provided for in the Conditions;
- 9.8.2 we notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, according to the Conditions.

9.9 The Contract is legally binding between you and us and is subject to the Conditions. You should carefully review the Terms and Conditions as they apply to the Services.

9.10 After execution of payment order (execution of a single payment transaction) we will provide you at your e-mail address or otherwise notify you, with necessary information required by the Act. At your request, the above information may be provided to you on paper or on any other durable medium.

10. DELIVERY

10.1 The Services will be provided to you by delivering funds to the beneficiary or recipient, or to another provider accepting funds for the beneficiary or recipient, (execution of a single payment transaction) at the address you provided during payment order process which may be an address other than the billing address, but please note that extra documentation may be needed to comply with such orders. We may where appropriate and at our option, deliver the remittance, to the account number, or account name, or telephone number or e-mail address you supplied on registration or such other account name or account number or telephone number, e-mail address that we agree to use for the purposes of remitting the funds to the beneficiary or to communicate with you or the beneficiary.

10.2 A single payment transaction is processed by us no later than the end of the next business day after receipt of the payment order, in the case of:

10.2.1 single payment transactions in euro;
10.2.2 single payment transactions that are carried out entirely within the territory of the Republic of Poland in the Polish currency;
10.2.3 single payment transactions that involve no more than one currency conversion between:

- 10.2.3.1 the euro and the Polish currency, if the currency conversion is made in Poland;
- 10.2.3.2 the euro and the currency of a Member State outside the euro area other than Poland, if the currency conversion is made in that Member State;
- 10.2.3.3 the euro and the Polish currency, or the euro and the currency of a non-euro area Member State other than Poland, made in a euro area Member State, in the case of cross-border transfers initiated in euro.

10.3 Single payment transactions, other than those listed above, shall be processed by us within no more than 4 business days of receipt of the payment order by us, in the case of:

10.3.1 single payment transactions executed in euro, in a Polish currency or in a currency of a Member State other than Poland in cases where both the payer's supplier and the payee's supplier or the sole supplier in the single payment transaction in question are located in Poland or in the territory of another Member State;
10.3.2 single payment transactions carried out in any currency where only one of the suppliers is located in Poland or in the territory of another Member State and the other supplier is located in the territory of another country, for those parts of the single payment transaction concerned which are carried out in Poland or in the territory of another Member State.

10.4 We shall not be liable for any delay in completing performance of the Service by us, except in circumstances for which we are responsible.

11. CANCELLING YOUR CONTRACT AND RETURNS

11.1 Cancelling before receiving a Confirmation Notice

11.1.1 You may cancel your payment order for the Services at any time prior to receiving a Confirmation Notice from us so long as you contact us in writing via email or through mediums provided or notified for this purpose within Platforms. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number. Relevant email addresses are provided in Platforms for sending such notices.

11.2 Cancellation after receiving a Confirmation Notice

11.2.1 You are entitled to cancel your Contract and obtain a refund before we complete the money remittance Service. However, you will no longer have a right to cancel if we have already completed providing the Services to you. We shall be deemed to have already completed providing the Services, in circumstances where payment of the funds has already been deposited into your or your beneficiary’s bank account or similar account or you or your beneficiary have already accessed the funds or funds became available, from the Website or other similar shared platform.
11.2.2 You may notify us of your wish to cancel by sending us a cancellation notice as provided in clause 11.1 above;
11.2.3 Upon receiving your cancellation notice, we will contact you providing any necessary instructions which you will be required to follow;

11.2.4 So long as you have complied with your obligations under this clause, we will refund the purchase price to you by crediting the payment card you used to purchase the Services.
11.2.5 We reserve the right to not refund any charges and/or forex portion of Price/purchase price may be withheld on account of reasonable administrative costs. Principal amount will be refunded subject to the above withholdings.

11.3 Exception to the right to cancel
You will not have a right to cancel payment order if you expressly agree to us beginning to provide the Services before the end of the cancellation period.

11.4 Incorrectly priced or described Services

11.4.1 Whilst we try and ensure that all the information on our Platforms is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on Platforms has been incorrectly advertised, we will not be under any obligation to provide the Services to you;
11.4.2 If we discover the error before sending you a Confirmation Notice we will at our discretion, either reject your payment order and notify you of such rejection or inform you as soon as possible and give you the option of cancelling your payment order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your payment order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your payment order;
11.4.3 If we discover the error after sending you a Confirmation Notice we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify if we cancel the Contract;
11.4.4 If your order is cancelled or rejected and you have already paid for the Services, you will receive a full refund in accordance with clause 11.5 below.

11.5 Processing refunds

11.5.1 We will notify you about your refund via e-mail or other means of communications including but not limited to calls, in-app notification or messages within a reasonable period of time. We will usually process a refund as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail or other mediums as mentioned above that you are entitled to a refund.
11.5.2 Refunds will be made by crediting the payment card or electronic payment account you used to purchase the Services. We may withhold any processing and administrative costs incurred in processing this refund, including but not limited to the price of the services.

12. Complaints

12.1 You shall be entitled to file a complaint concerning Payment Services provided by us or concerning our activity (“Complaint”). A Complaint may be filed:

12.1.1 in writing, in person, at our registered office or by post to the following address: ACE EUROPE sp. z o.o., ul. Puławska 2, 02-566 Warsaw, Poland;
12.1.2 verbally, by phone, at the telephone number available on the website www.acemoneytransfer.com/contact-us or in person for the record at our address of the registered office as indicated above;
12.1.3 electronically, by an e-mail message sent to the address: complaints@acemoneytransfer.com.

12.2 A Complaint may be filed also by your attorney-in-fact. Your signature granting the power of attorney should be officially certified or certified by a notary public, an attorney or a legal counsel. The power of attorney should include a clause authorising the attorney-in-fact to obtain information covered by professional secrecy within the meaning of the Act on behalf of the grantor.

12.3 A Complaint should include at least:

12.3.1 identification data of the complainant;
12.3.2 description of the event which is the basis for filing the Complaint;
12.3.3 identification of entities involved in the single payment transaction;
12.3.4 date, title and amount of the single payment transaction;
12.3.5 identification of the payee;
12.3.6 identification of your demands in connection with the Complaint.

12.4 A Complaint may be filed also by a natural person, to whom Payment Services have been refused.

12.5 We shall reply to Complaints within a period not longer than fifteen (15) business days from the date the Complaint is filed in accordance with the Conditions.

12.6 In particularly complex cases where the Complaint cannot be processed and the reply cannot be submitted within the period referred to in clause 12.5 above, we shall immediately notify you of the expected date when the Complaint should be processed and the reply should be submitted, with reasons and explanations as to the delay, stating the circumstances that must be determined in order for the Complaint to be processed.

12.7 The expected extended time for processing the Complaint and submitting the reply as provided for in clause 12.6 above may not be longer than thirty-five (35) business days after the date of receiving the Complaint.

12.8 In order to comply with the time limits referred to in clauses 12.5 and 12.7 above, it shall be sufficient to send a reply before the expiry of the said time limits, and if the reply is submitted in writing by mail, it shall be sufficient to post the reply at a post office of the operator designated by the Polish Postal Law of 23 November 2012.

12.9 Our reply to the Complaint shall be by e-mail to your e-mail address or other means of communications including but not limited to calls, in-app notification or messages.

12.10 The reply to the Complaint shall include, in particular:

12.10.1 date when the Complaint was filed;
12.10.2 resolution on the Complaint;

12.10.3 identification data of the authorised employee representing us, including forename, surname and position of the employee;
12.10.4 specification of the time limit by which the claim raised in the Complaint will be executed, if the Complaint has been resolved as requested by you, with the stipulation that the said time limit may not exceed thirty (30) days from the date of preparing the reply.

12.11 If the Complaint has been filed by you in reply to a Complaint, thorough information on the reported problem shall be provided, stating the relevant provisions of the Conditions and the applicable legal provisions, and if possible, quoting the provisions referred to, unless this is not required by the nature of the allegations raised.

12.12 In the event of refusal to recognise the Complaint as justified in whole or in part, the reply to the Complaint shall additionally include:

12.12.1 factual and legal reasons, unless this is not required by the nature of the allegations raised by the Complaint;
12.12.2 instructions as to the possibility of and procedure for initiating an out-of-court dispute resolution process, requesting the Financial Ombudsman to hear the case or bringing an action before a common court, together with identification of the entity to be sued and the court which is locally competent to hear the case.

12.13 If any data or information indicated in the Complaint need to be supplemented, we shall request that the said data or information be supplemented, to the extent indicated, before processing the Complaint.

12.14 The Complainant shall be obliged to provide us with explanations and assistance in matters related to the Complaint filed, except when the provision of such explanations and assistance contradicts the applicable law.

12.15 We shall not process any Complaints that do not give data allowing for identification of the Complainant.

12.16 You have the right to appeal against our position expressed in the reply to the Complaint within thirty (30) days from the date of receiving the reply. The Conditions applicable to the Complaint shall apply accordingly to the appeal to the Complaint.

12.17 You may bring an action before a competent common court. The court competent to settle disputes relating to the performance of the Contract shall be determined in accordance with the applicable regulations on court competence, including the Polish Code of Civil Procedure of 17 November 1964.

12.18 If you are a natural person, you have the right to request that the Financial Ombudsman hear the case or request an out-of-court resolution of the dispute before the Financial Ombudsman (address of the website of the Financial Ombudsman: www.rf.gov.pl), pursuant to the Polish Act of 5 August 2015 on complaints handling procedure by financial service providers and the Financial Ombudsman.

12.19 Disputes arising from the Contract at the request of the customer may also be settled by the Court of Arbitration at the Financial Supervisory Commission (https://www.knf.gov.pl/dla_rynku/sad_polubowny_przy_KNF). Detailed information on the amicable dispute resolution procedure is also available at http://www.polubowne.uokik.pl/.

12.20 We are supervised by the Polish Financial Supervision Authority. You may file a complaint to the Polish Financial Supervision Authority against us if Services violates the provisions of the law.

12.21 You may use the ODR platform (the European Online Dispute Resolution) platform, serving the purpose of resolving disputes between consumers and entrepreneurs, available at http://ec.europa.eu/consumers/odr to resolve disputes in connection with the Contract. The ODR platform allows for transferring your complaint to an authorised entity (responsible for outof-court dispute resolution).

13. Intellectual Property

13.1 The content of the Platforms is protected by copyright (including design copyrights), trademarks, patents, databases, and other intellectual property rights, as well as similar proprietary rights, which include, without limitation, all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, utility models, semiconductor topography rights, the style or presentation of the goods or services, creations, inventions, or improvements upon or additions to an invention, confidential information, know-how, and any research effort relating to ACE Money Transfer LTD (ACE), a private limited company registered in England and Wales under company number: 04502952, having its registered office at One Portland Street, Manchester, M1 3BE, United Kingdom, moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world). You acknowledge that the intellectual property rights in the material and content supplied as part of the Platforms shall remain with ACE or its licensors.

13.2 You may download or copy the content and other downloadable items displayed on the Platforms, subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Platforms for other than personal use is expressly prohibited.

13.3 You may retrieve and display the content of the Platforms on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network), or print one copy of such content for your own personal, non-commercial use, provided you keep intact all copyright and proprietary notices. You may not otherwise reproduce, modify, copy, distribute, or use for commercial purposes any of the materials or content on the Platforms.

13.4 You acknowledge that any other use of the material and content of Platforms is strictly prohibited, and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or create derivative works from such material and content.

13.5 No licence is granted to you in these Conditions to use any of our trademarks or those of our affiliated companies.

13.6 Services provided by us and Platforms content may be subject to copyright, trademark, or other intellectual property rights in favour of third parties. We acknowledge those rights.

14. Platforms’ Use

14.1 You are permitted to use the Platforms, and the material contained in these only as expressly authorised by us under our terms of use.

15. SECURITY

15.1 Upon the conclusion of the Contract, you shall be obliged to comply with the security principles to protect the data used to authenticate you in connection with your use of Payment Services provided by us, including to:

- 15.1.1 use and store data in accordance with their intended purposes;
- 15.1.2 protect data from unauthorised access;
- 15.1.3 inform us without delay whenever:
  - 15.1.3.1 data is lost, stolen or disclosed or used in an unauthorised manner;
  - 15.1.3.2 your account has been accessed or used in an unauthorised manner;
  - 15.1.3.3 any payment order or single payment transaction has been unauthorised, not executed or unduly executed;
  - 15.1.3.4 data has been subject to a change.

15.2 The circumstances referred to in clause 15.1.3 above shall be communicated to us without delay by one of the following means:

- 15.2.1 by electronic means to the e-mail address: ace@ace-europe.eu';
- 15.2.2 by phone at: +441613936999.

15.3 The information is provided as described in clause 15.2 above free of charge. The confirmation of the reception of the notification by us shall be sent to you at your e-mail address automatically after the receipt is confirmed.

15.4 If we identify or suspect any occurrence of fraud in respect to you or any occurrence of risks for your security, we shall use a secure procedure to notify you of such circumstances via the email address.

15.5 If, after identifying the occurrence or suspicion of fraud in respect to you or the occurrence of risks for your security, we find that you have not lost control over the e-mail address, we shall send the notification referred to in clause 15.4 above using the e-mail address.

15.6 If there are any doubts or uncertainty as to the possible loss of control over the e-mail address by you, we shall take measures to establish other direct contact with you, including by correspondence via regular mail or by courier.

15.7 We shall be entitled to temporarily block access to the use of Payment Services, if:

- 15.7.1 you use Payment Services, in any manner violating the Conditions, the law or the principles of fair trading;
- 15.7.2 we suspect that Payment Services, are used by unauthorised persons.

15.8 We shall notify you via the e-mail address that the access to Payment Services has been blocked, without delay after the access has been blocked, unless the notification about the blockage is not justified due to security reasons or prohibited by the application of separate provisions of the law or the Conditions.

15.9 We shall unlock the access to Payment Services, if the grounds for the blockage have ceased to exist.

15.10 If there are three (3) consecutive failed attempts by you to enter password, we shall block your access to Payment Services. As long as the blockage continues, you shall not be able to use Payment Services.

15.11 You shall be notified of the blockage without delay.

16. LIABILITY AND INDEMNITY

16.1 Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

- 16.1.1 death or personal injury resulting from our negligence;
- 16.1.2 fraud or fraudulent misrepresentation;
- 16.1.3 actions violating Polish law, including consumer law;
- 16.1.4 any matter for which it would be unlawful for us to exclude or attempt to exclude our liability.

16.2 The Platforms are provided on an as is and as available basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Platforms for any particular purpose or any transaction that may be conducted on or through the Platforms including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

16.3 We will not be liable if the Platforms are unavailable at any time.

16.4 We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Platforms or that it will be timely or error-free, that defects will be corrected, or that the Platforms or the server that makes it available are free of viruses or bugs.

16.5 We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Platforms and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Platforms.

16.6 We cannot guarantee and cannot be responsible for the security or privacy of the Platforms and any information provided by you. You must bear the risk associated with the use of the Internet. In particular, we will not be liable for any damage or loss caused by a distributed denialof-service attack, any viruses trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Platforms or you downloading any material posted or sold on the Platforms or from any website linked to it.

16.7 We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

16.8 We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

- 16.8.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or
- 16.8.2 any loss of goodwill or reputation; or

16.8.3 any special or indirect losses; or
16.8.4 any loss of data; or
16.8.5 wasted management or office time; or
16.8.6 any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of these Platforms or any aspect related to your purchase of the Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 1) to 5) above, is strictly limited to the purchase price of the Services you purchased.

16.9 You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of Platforms or any other person accessing the Platforms using your personal information with your authority.

16.10 This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

16.11 You shall notify us without delay of any single payment transactions found to be unauthorised, not executed, or unduly executed, by sending the notification via e-mail to the address: ace@ace-europe.eu. Should you fail to notify us in the manner provided for above within thirteen (13) months of debiting your account or after the date when the single payment transaction should have been executed, your claims towards us for any unauthorised, not executed or unduly executed single payment transactions shall expire.

16.12 If you are not a consumer the time limit for reporting any single payment transactions found to be unauthorised, not executed, or unduly executed, shall be fourteen (14) days from the date of receiving the payment order by us under the pain of expiry of claims in respect of such single payment transactions.

16.13 Subject to clause 16.11 above, in the event of an unauthorised single payment transaction, the we shall, without delay, but not later than until the end of the business day following the day of finding that an unauthorised single payment transaction has occurred and that your account has been debited with it, or after the date of receiving the your notification, return the amount of the unauthorised single payment transaction, save for events when we have reasonable and properly documented grounds to suspect fraud and notifies in writing the bodies appointed to prosecute crimes. Unless the competent bodies are notified as aforementioned, we shall reinstate the debited account to the condition that would exist if there were no unauthorised single payment transaction.

16.14 You shall be liable for unauthorised single payment transactions up to the PLN amount equivalent to EUR fifty (50), determined on the basis of an average exchange rate announced by the National Bank of Poland, applicable at the day of executing the single payment transaction, if the unauthorised single payment transaction results from:

16.14.1 your access data to the Platforms has been lost by or stolen from you; or
16.14.2 the use of the Platforms was misappropriated.

16.15 The provisions of clause 14 above shall not apply if:

16.15.1 you were unable to find that the access data to the Platforms had been lost, stolen or misappropriated before the execution of the single payment transaction, unless you acted intentionally; or
16.15.2 the access data to the Platforms was lost before the execution of the single payment transaction as a result of an act or omission of our employee.

16.16 You shall be liable for any unauthorised single payment transactions to the full amount if you have caused the unauthorised single payment transactions to occur intentionally or if the unauthorised single payment transactions have occurred as a result of your intent or gross negligence in respect of at least one of the following duties:

16.16.1 you have used the access data to the Platforms in a manner that is inconsistent either with the Conditions;
16.16.2 you have failed to notify us without delay of found loss, theft, misappropriation or unauthorised use of the access data to the Platforms or unauthorised usage of the access data;
16.16.3 you have failed to take the necessary measures to prevent misuse of the access data, in particular, failed to store them with due care and to comply with the obligation to not disclose the said to unauthorised persons.

16.17 If you have not caused the unauthorised single payment transactions to occur intentionally, you shall not be liable for the unauthorised single payment transactions, if:

16.17.1 you have notified us of the loss, theft, misappropriation or unauthorised use of the access data;
16.17.2 we have not made it possible for you to submit the notification referred to in point 1) above

16.18 When payment order is given directly by you being a payer, we shall be liable to you for failure to execute or improper execution of the single payment transaction, unless:

16.18.1 the failure to execute or the improper execution of the single payment transaction results from Force Majeure, or the failure to execute or the improper execution of the payment order results from other legal provisions;
16.18.2 we prove that the account of the payee’s service provider has been credited in accordance with the provisions of the Act;
16.18.3 your claims have expired due to the expiry of the time limit referred to in clause 11 above.

16.19 If we, as your service provider (as you acting as a payer) are liable for the failure to execute or the improper execution of the single payment transaction referred to in clause 18 above, we shall reinstate your account debited with the amount of the single payment transaction to the condition that would exist if the failure to execute or the improper execution of the single payment transaction did not occur.

16.20 In the event of failure to execute or improper execution of the single payment transaction, when the payment order related to that single payment transaction is given by you as a payer to a payment initiation provider who then gives it to us, we shall return to you the amount of the nonexecuted or improperly executed single payment transaction, and if necessary, reinstate the debited account to the condition that would exist if the improper execution of the single payment transaction did not occur subject to withholding any processing and administrative costs incurred in processing this reversal of amounts, including but not limited to the price of the services.

16.21 Our liability for any failure to execute or improper execution of the single payment transaction shall also include fees and interest charged to you as a result of the failure to execute or the improper execution of the single payment transaction.

16.22 If the payment account of the payee's service provider has been credited in accordance with the provisions of the Act, then the payee's service provider shall be liable to you for the failure to execute or the improper execution of the single payment transaction

16.23 In the event of failure to execute or improper execution of the single payment transaction initiated by you being a payer, we shall, at your request, take measures, without delay and free of charge, to track the single payment transaction and shall notify you of the outcome of such tracking.

16.24 We shall not be liable for any single payment transactions not executed withheld or blocked if such measures are taken to comply with the provisions of the Polish Act of 1 March 2018 on counteracting money laundering and terrorist financing (the AML Act) or to comply with a decision of the General Inspector of Financial Information.

16.25 We shall not be liable for any temporary blockage of your access to use Service if such blockage is substantiated by the Conditions, as well as for the failure to execute or the improper execution of the single payment transaction, resulting from such blockage.

17. FORCE MAJEURE

17.1 We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control (Force Majeure), which, without limitation, include:

- 17.1.1 strikes, lockouts or other industrial action;
- 17.1.2 shortages of labour, services, power, supplies/resources;
- 17.1.3 late, defective performance or non-performance by suppliers/subcontractors;
- 17.1.4 private or public telecommunication, computer network failures or breakdown of equipment;
- 17.1.5 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 17.1.6 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions;
- 17.1.7 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport for the delivery of services/product;
- 17.1.8 acts, decrees, legislation, regulations or restrictions of any government;
- 17.1.9 other causes, beyond our reasonable control.

17.2 Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

17.3 Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or we may, by written notice to the other, terminate the Contract with immediate effect upon service.

18. PRIVACY POLICY

18.1 In order to monitor and improve customer service, we may record telephone calls made to us by you.

18.2 We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the 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).

18.3 You can find full details of our Privacy Policy on the Website https://acemoneytransfer.com/privacy-policy/eu.

19. THIRD PARTY RIGHTS

19.1 You agree not to use our Services to commit fraud, money laundering, financial crime, financing terrorism or any similar activities. You expressly agree that we have an immediate right to immediately cancel any Services or account provided to you, without notice to you, and to report it to the appropriate policing or regulatory authority, where we suspect or detect that any crime is being committed by you, the payee or beneficiary or any third party on your behalf.

20. EXTERNAL LINKS

20.1 To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website, we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

- 20.1.1 the privacy practices of such websites;
- 20.1.2 the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources;
- 20.1.3 the use which others make of these websites; or
- 20.1.4 any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

21. LINKING TO THE PLATFORMS

21.1 You must not create a link to the Platforms from another website, document or any other source without first obtaining our prior written consent.

21.2 Any agreed link must be:

21.2.1 to the Website's homepage only;
21.2.2 established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Republic of Poland and the law in any country from which they are hosted;
21.2.3 provided in such a way that is fair and legal and does not damage our reputation or take advantage of it;
21.2.4 established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists.

21.3 We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

21.4 We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice, you must immediately remove the link and inform us once this has been done.

22. Notices

22.1 All notices given by you to us must be given to us at: ACE EUROPE sp. z o.o., ul. Puławska 2, 02-566 Warsaw, Poland or by using e-mail, at: ace@ace-europe.eu. We may give notice as described in 3 of the Conditions.

22.2 Notice will be deemed received and properly served immediately when posted on Platforms, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such email was sent to the specified e-mail address of the addressee.

23. Entire agreement

23.1 The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

23.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

23.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

24. Rescission

24.1 If you are a consumer you shall be entitled to rescind the Contract without giving reasons within fourteen (14) days of the day of its conclusion as provided for in the Conditions, by giving a rescission notice.

24.2 To comply with the time limit referred to in clause 24.1 above, it shall be sufficient to send your statement to our address of registered office or to the e-mail address: ace@ace-europe.eu before the expiry of the time limit referred to in the preceding sentence.

24.3 If the provision of Payment Services has been started with your consent as a consumer before the expiry of the time limit for the rescission, we shall be entitled to demand payment for the Payment Services actually performed.

24.4 The right of rescission does not apply if, at your request, the Contract has been fully performed before the expiry of the period referred to in clause 24.1.

25. Termination of the agreement

25.1 The Contract is concluded for a limited period of time covering the execution of a single payment transaction, within the meaning of the Act, for the purpose of which it is concluded, and is terminated after the execution of that transaction, without any further action by the parties.

25.2 You may terminate the Contract any time, at no additional cost, with immediate effect. The Contract shall be terminated upon receipt by the Service Provider of the notice of termination.

25.2.1 our address of the registered office: ACE EUROPE sp. z o.o., ul. Puławska 2, 02-566 Warsaw, Poland;
25.2.2 our e-mail address: ace@ace-europe.eu.

25.3 In the event that, prior to the termination of the Contract, you have submitted payment order that can no longer be revoked by you and would have already been executed after the termination of the Contract, we shall execute this payment order in accordance with the Contract.

25.4 Any termination of the Contract shall not affect the validity of any acts, including payment orders and single payment transactions, performed before the Contract is terminated, by notice or otherwise, with the stipulation that we shall execute payment orders and single payment transactions with the execution date preceding the date of expiry or termination of the Contract. Any remaining payment orders whose date of execution falls after the date of termination of the Contract shall not be executed by us.

26. AMENDMENTS TO THE CONDITIONS

26.1. Due to the fact that in order to use the Services, it is required each time to conclude a new Contract and accept the Conditions in force on the date of conclusion of the Contract, we do not announce each amendment to the Conditions.

26.2. We shall post the applicable Conditions on an ongoing basis on the website at https://acemoneytransfer.com/terms-and-conditions/eu , in a manner that makes it possible to familiarise oneself with their content before placing a payment order.

27. GENERAL

27.1 We reserve the right to change the domain address of the website to use our Platform and any services, products, product prices, product specifications and availability at any time.

27.2 All prices and descriptions supersede all previous publications. All product descriptions are approximate.

27.3 Every effort is made to keep information regarding services/product availability on the Website up to date. However, we do not guarantee that this is the case, or that services/product will always be available.

27.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

27.5 All Contracts are concluded and available in English only. We shall communicate with you in English during the term of the Contract.

27.6 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

27.7 A waiver by us of any default shall not constitute a waiver of any subsequent default.

27.8 No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3 of the Conditions.

27.9 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

27.10 Any notifications, information, communications and other obligations to inform shall be exchanged or complied with between you and us in English. Under your requests, we may send notifications, information and communications in additional other language versions, agreed between you and us. In case of any discrepancies between the other language version and the English language version, the English language version shall prevail.

27.11 You shall be obliged to immediately notify us of any change in your data provided to us, in particular of any change in the e-mail address, telephone number and address for correspondence.

27.12 During the Contract, you have the right to require to be delivered the provisions of the Conditions and Contract and the information included in the Conditions, on paper or on another durable information medium. We place above information on the Website, which makes it possible to access the information for a period that is appropriate for the purposes of provision of the information and allows reproducing the information stored there in an unaltered form, for which you hereby consent.

27.13 During the term of the Contract, we, at any time that it is requested to do so by you, shall provide it in a mutually agreed manner with the information about the single payment transactions executed.

28. GOVERNING LAW AND JURISDICTION

28.1. The law applicable to the Contract is the law of Republic of Poland. Any disputes arising out of or in connection with the performance of the Contract shall be subject to the jurisdiction of the court in the Republic of Poland having jurisdiction over our registered office.

28.2. The Conditions and any Contract brought into being as a result of usage of Platforms will be governed by the laws of the Republic of Poland.