

**THESE TERMS OF SERVICE CAN BE DOWNLOADED AND SAVED TO YOUR DEVICE**

**Terms of Service for  
automatic pre-paid mobile phone top-ups at doladuj.heyah.pl**

**§ I – Preliminary Provisions**

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

**§ II – Definitions**

- 1. Top-Up** – the automatic crediting of the User's account by increasing or renewing on the pre-paid phone account the limit of tariff units, in the Operator's network, occurring as a result of providing the Service. The value of the Top-Up is expressed in gross amount and includes the VAT due.
- 2. BLIK** – the User's payment instrument, issued and used pursuant to a separate agreement between the User and a bank that is a participant in the BLIK payment system, used to make payments for the Top-Up Service to the Company.
- 3. Payment Card** – a payment card of the User, issued and used on the basis of a separate agreement between the User and the issuing entity, used to make payments for the Top-Up Service to the Company.
- 4. Account** – the User's account on the Site, accessible from the Site using a login and password; having an Account is necessary to use the Top-Up Service.
- 5. Operator** – the entity providing telecommunications services to the User:  
T-Mobile Polska S.A. with its registered office in Warsaw.
- 6. Terms of Service** – these Terms of Service.

- 7. Site** – the website available at doladuj.heyah.pl.
- 8. Company** – Autopay S.A., with its registered office in Sopot.
- 9. Top-Up Service / Service** – an automatic service for immediate topping up of pre-paid phone accounts, provided by the Company to the User and described in these Terms of Service.
- 10. User** – a natural person, legal person, or business unit without a legal personality having full capacity to perform acts in law and using the Top-Up Service.

### **§ III – Conclusion of the Service Agreement**

1. The conclusion by the User of an agreement with the Company for the provision of Services shall take place via the Site.
2. In order to purchase the Top-Up Service covered by the Terms of Service, the User shall:
  - a. create an Account on the Site or login to an Account previously created on the Site;
  - b. select the top-up type "Recurring Top-Up";
  - c. submit a request through via the Site to activate the Service, including:
    - i. select the frequency of Top-Ups, i.e.:
      - a. specify every how many days the Top-Up should occur, or
      - b. indicate on which day of the month the Top-Up is to occur;
    - ii. indicate the amount of the Top-Up;
    - iii. indicate the date of activation of the Service;
    - iv. select a previously saved pre-paid phone number or add a new phone number for which the Service is to be provided;
    - v. indicate the Payment Card previously added to the Site or activate a new Payment Card (pursuant to §IV.5 of the Terms of Service) or authorize a BLIK recurring transaction through the electronic banking process;
  - d. enter into an agreement with the Company by accepting these Terms of Service with simultaneous acceptance of Autopay's Privacy Policy, as well as consenting to the immediate provision of the Service and consenting to the Company's charging of the Payment Card for the payment of Top-Up fees.
3. As a result of activation of the Service, in the event of the arrival of the Top-Up Day (previously indicated by the User pursuant to §III.2.c.i of the Terms of Service), the Card or BLIK shall be charged with the selected amount of Top-Up.
4. The Company shall send the User a confirmation of the conclusion of the Agreement to the User's e-mail address provided on the Site.

5. The content of these Terms of Service is available on the Site and delivered to the User in a manner allowing for these Terms of Service to be saved on the User's device or printed out.

#### **§ IV – Top-Up Service**

1. Top-Up Service allows the User to top-up the account of a pre-paid phone number with the amount selected by the User in the Site. Top-Ups shall be made automatically, without the User's participation, with the frequency indicated by the User on the Site in accordance with §III.2.c.i. of the Terms of Service (i.e. every specified number of days or a given day of the month).
2. Payment for the Top-Up Service is possible via the Site, by charging the Card or BLIK with the amount of Top-Up selected by the User on the Site, pursuant to §III.2.c.i. of the Terms of Service.
3. Payment for the first Top-Up within the Top-Up Service shall be made immediately after it is ordered by the User, provided that the Top-Up period resulting from the frequency selected by the User on the Site in accordance with §III.2.c.i. of the Terms of Service has expired.
4. Top-Ups shall be processed provided the User has sufficient funds on the Payment Card or BLIK. If a saved Payment Card or BLIK cannot be charged, the Company shall make another attempt to charge the Payment Card two hours after the first unsuccessful attempt. In case of two unsuccessful charges to the saved Payment Card or BLIK, the Company shall make another attempt 24 hours after the first unsuccessful attempt. The above process shall be repeated until the Payment Card or BLIK is charged with the selected Top-Up value or the User resigns from the Service pursuant to §IV.6 of the Terms of Service.
5. Activation of the Top-Up Service using a Payment Card requires:
  - a) granting the Company permission for the Company to charge the Payment Card for the payment of Top-Up fees;
  - b) verifying the Payment Card in accordance with the instructions provided on the Site (depending on the available functionalities, verification may consist in authorisation carried out on the occasion of the first payment for a Top-Up or providing of a single return verification transaction of PLN 1).
6. The User is entitled to opt out of the Top-Up Service, and thus to opt out of the recurring charge of the Payment Card or BLIK by using the option available on the Site ("Contacts" tab, "Delete recurring top-up" option). Cancellation of the Top-Up Service is tantamount to termination of the Agreement by the User and cessation of

the Company's provision of all services made available on the Site based on the saved Payment Card or BLIK data.

7. The User has the option to temporarily deactivate the Top-Up Service by deleting the Payment Card or BLIK on the Site ("My data" tab, "Delete payment card" or "Delete BLIK" option). If you add a previously saved Payment Card or BLIK to the Site again, the Top-up Service will be activated automatically.

### **§ V – Service Provision**

1. Due to the nature of the Top-Up Service, the purpose of which is to increase the limit of tariff units as soon as possible, its provision is carried out at the User's request immediately after the Company receives from the User the amount of the Top-Up purchased as a result of debiting the Payment Card or BLIK. Top-Ups are provided immediately, within no more than 5 hours after the Company receives payment from the User.
2. The Top-Up Service shall be deemed performed upon the increase of the prepaid phone account's tariff unit limit for telecommunication services provided by the Operator.
3. The prepaid account top-up begins the next validity period for this account – on terms agreed between the User and the Operator.
4. Where the User's payment service provider charges fees for effecting payments to the Company, the User shall bear those fees on terms agreed with the User's provider.
5. The Company declares that, in accordance with Article 106b.1.1 in conjunction with Article 106i.3.4 of the Value Added Tax Act of 11 March 2004, it is obliged to issue an invoice documenting the provision of a Service made to another payer of tax, value added tax or tax of a similar nature, or to a legal entity that is not a taxpayer. In the event that the User acts as an entrepreneur (taxpayer) at the time of purchase of Top-Up, it is required that the User informs the Company of this fact, thereby enabling the Company to perform the obligation referred to in the preceding sentence. This information must be provided no later than the 10th day of the month following the month in which the User used the Top-Up Service. Timely submission of the above information is considered to be the submission of the required data of the entrepreneur to issue an invoice in the form available at: <https://faktury.autopay.pl/> or by phone number 58 760 48 44 within the time limit specified in the previous sentence.

### **§ VI – Personal Data**

1. The Controller of the Users' personal data is the Company.
2. The legal basis, purpose, period of personal data processing and the rights of the User, as well as other important information concerning the principles of personal data

processing are specified in detail in the [Privacy Policy of Autopay S.A.](#), laid down in line with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("the Regulation").

3. Providing personal data is voluntary, but necessary to provide the Service.
4. In case of questions concerning data processing or in order to exercise the User's rights under the Regulation, it is possible to contact the Data Protection Officer at the address [odo@autopay.pl](mailto:odo@autopay.pl) or in writing to the Company's address: Autopay S.A., Powstańców Warszawy 6, 81-718 Sopot, note: personal data protection.

### **§ VII – Complaints and Dispute Resolution**

1. Complaints may be made:
  - a) in writing – in person in the Company or through a postal operator, courier or messenger to the Company's address: ul. Powstańców Warszawy 6, 81-718 Sopot;
  - b) by electronic means – via a complaint form available at: **[pomoc.autopay.pl](mailto:pomoc.autopay.pl)**;
  - c) verbally – by phone at the following telephone no.: 58 7604 844, between 8:00 a.m. – 10:00 p.m. on business days and between 8:00 a.m. – 4:00 p.m. on Saturdays (fees apply in accordance with the rates of the User's telecommunication operator), or personally to the protocol at the Company (between 8:00 a.m. – 4:00 p.m. on business days).
2. Complaints may also be made by the User's proxy, having a power of attorney granted in ordinary written form.
3. A complaint should contain a brief description of the reservations made, the Top-Up number and indication of the User's data together with his mailing address (e.g. address of residence), unless: the User made a complaint using the complaint form available at [pomoc.autopay.pl](mailto:pomoc.autopay.pl)/ – in which case a correspondence address is not required or when the User has submitted an application for receiving a response to the complaint by e-mail – then the User indicates an e-mail address for receiving a response to the complaint (unless the Company has the User's e-mail address).
4. At the request of the User, the Company shall confirm to the User the receipt of the complaint by e-mail or in writing.
5. The Company shall consider the complaint immediately, no later than within 15 Business Days from the date of its receipt.
6. In particularly complicated cases, which make it impossible to handle the complaint and provide a reply within the time limit specified in Section 5, the Company shall explain to the User the reasons for the delay, indicate the circumstances which must be determined in order to handle the complaint and indicate the expected time limit

for examining the complaint and providing a reply, which may not be longer than 35 working days from the date of receipt of the complaint.

7. If the complaint requires additional information pursuant to Section 3, the Company shall request the User to provide supplementary information.
8. A response to a complaint is provided in paper form to the User's mailing address, unless the User has filed a complaint using the complaint form available on the website [pomoc.autopay.pl](http://pomoc.autopay.pl) or when the User has requested to receive a response by e-mail – then the response to the complaint is delivered to the e-mail address provided by the User.
9. The User should bear in mind that the submission of a complaint immediately upon becoming aware of any cause for complaint may facilitate and speed up the reliable complaint handling by the Company.
10. The complaint handling procedure does not exclude the User's rights under the provisions of law.
11. The Agreement shall be governed by Polish law.
12. The User is entitled to bring an action against the Company to common court. The court competent for resolving disputes arising from this Agreement is the court competent in accordance with the provisions of the Code of Civil Procedure.
13. The User who is a consumer is also entitled to seek out-of-court redress mechanisms, in particular Permanent Consumer Arbitration Courts at Voivodeship Inspectorates of Trade Inspection.
14. The User who is a consumer is also entitled to request assistance from the competent District (Municipal) Consumer Ombudsman.
15. Consumer users may use the electronic link to the ODR platform: [ec.europa.eu/odr](http://ec.europa.eu/odr).

### **§ VIII – Communication and Technical Requirements**

1. The language in which the Company communicates with the User and concludes the Agreement is Polish.
2. Unless the provisions of these Terms of Service, in particular §VII (Complaints and dispute resolution), specify otherwise, the User may communicate with the Company:
  - a. by electronic means via the application form available at [pomoc.autopay.pl](http://pomoc.autopay.pl),
  - b. by phone at 58 7604 844, between 8:00 a.m. 10:00 p.m. on business days and 8:00 a.m. 4:00 p.m. on Saturdays;
  - c. in writing, at: Autopay S.A., Powstańców Warszawy 6, 81-718 Sopot, with the note: Phone top-ups.
3. Notwithstanding § VII (Complaints and dispute resolution), the Company shall communicate with the User by electronic means, by phone or in writing; unless the

provisions of the Terms of Service or applicable law specify otherwise, the basic means of communication with the User shall be e-mails.

4. Services provided on the basis of these Terms of Service are provided by electronic means, via the Internet. In order to conclude the Agreement and use the Services, it is necessary for the User to meet the following technical requirements:
  - a) disposing of a device with a connection to the Internet and memory enabling the storage of documents in electronic form (e.g. computer or mobile phone)
  - b) having a web browser enabling proper display of the Site, including downloading and saving documents in electronic form;
  - c) having software enabling proper display of documents in PDF format;
  - d) having an active e-mail account;
  - e) having a payment instrument supported by the available payment methods on the Site.
5. The Company shall not be liable for actions of third parties unaffected by the User's choice (e.g. telecom providers, Internet ISPs).
6. The User shall pay fees related to Internet access and data transmission according to the tariff of his provider.
7. The User undertakes to use the Site in accordance with the provisions of law and rules of social coexistence. The User is prohibited from using the Site to enter content which the User is not entitled to enter, in particular content violating any rights of third parties.

### **§ IX – Duration of the Agreement**

The Agreement is concluded for an indefinite term.

### **§ X – Termination of the Agreement and amendment of the Terms of Service**

1. The User may terminate the Agreement (and thus cancel the recurring charge of the Payment Card or BLIK under the Service) at any time with immediate effect. The termination statement may be submitted electronically through the Site with the User using:
  - a. the option available on the Site ("Contacts" tab, "Delete recurring top-up" option). The above action of the User shall be tantamount to termination of the Agreement with immediate effect and cessation of the Company's provision of all services made available on the Site based on stored Payment Card or BLIK details,
  - b. the option available on the Site ("My numbers" tab, "Delete" option).

2. The Company may terminate the Agreement with one week's notice for valid reasons as indicated in Section 6 below. The Company shall notify the User of the termination of the Agreement in the manner accepted for communication between the Parties.
3. The Company, provided there are compelling reasons for doing so as indicated in Section 6 below, shall have the right to change the provisions of the Terms of Service. The Company shall inform the User of the proposed changes to the provisions of the Terms of Service no later than one week prior to their proposed effective date, via e-mail. The User's failure to object to the proposed changes is tantamount to consent to them. The User before the proposed effective date of the changes has the right to terminate the Agreement with immediate effect.
4. If the User objects to the proposed changes, but does not terminate the Agreement, the Agreement shall expire at day before entry of the proposed changes into force.
5. The procedure for changes to the Terms of Service referred to in Sections 3-4 above shall not apply to cases where the Company changes the Terms of Service solely for the purpose of adjusting the provisions of the Terms of Service to the amended legislation affecting the provision of the Services, and the amendment to the Terms of Service does not affect the User's rights or obligations under the Agreement. In this case, the Company shall notify the User of the amended content of the Terms of Service in the manner accepted for communication between the Parties.
6. Valid reasons for the Company's termination of the Agreement or changes to the Terms of Service are considered to be:
  - a. changes or the emergence of new taxes or charges of a public-law nature related to the provision of the Service;
  - b. change in applicable laws related to the provision of the Service;
  - c. recommendations, guidelines, or other types of requests and orders formulated by governmental bodies that affect the provision of the Service;
  - d. increase in the cost of services provided by third-party suppliers to the Company or the cost of maintaining and operating the infrastructure to the extent used in the provision of the Service;
  - e. change in the functionality of the Service;
  - f. termination of the Agreement in force between the Company and the Operator;
  - g. the Company's decision to terminate the Service.

## **§ XI – Withdrawal from the Agreement**

1. Due to the nature of the Top-Up Service, which as an increase/renewal of the limit of tariff units on the pre-paid phone account cannot be refunded by the User, the first Top-Up Service is only provided in full upon receipt of a request from the User for immediate execution of the Service. The first Top-Up is executed immediately upon

receipt of payment from the User, preceded by the request referred to in the first sentence. The second and each subsequent Top-Up under the Service shall be processed immediately upon receipt of payment from the User.

2. A User who is a consumer, as well as a User who is a natural person concluding an agreement for the provision of the Service in direct connection with its business activity, if the content of this Agreement shows that it does not have a professional character to it, may withdraw from the Agreement within 14 days from its conclusion without giving any reason and incurring costs.
3. The withdrawal may be effected by providing the Company with a statement on withdrawal from the Agreement. The statement may be provided on the model form appended as Appendix 1 to the Terms of Service. The declaration of withdrawal may also be sent to the Company electronically via the application form available at [pomoc.autopay.pl](http://pomoc.autopay.pl).
4. If the User exercises the right of withdrawal after requesting immediate provision of the Service, the User shall be obligated to pay the Company for the Top-Up completed up to the time of withdrawal.

## **Appendix 1 – statutory model agreement withdrawal form**

### **MODEL AGREEMENT WITHDRAWAL FORM**

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

- Recipient: Autopay S.A., Powstańców Warszawy 6, 81-718 Sopot, tel. 587604844, by electronic means: form available at [pomoc.autopay.pl](http://pomoc.autopay.pl)
- I/We<sup>(\*)</sup> hereby inform that I/We<sup>(\*)</sup> withdraw from the agreement for the sale of the following items<sup>(\*)</sup> agreement for the delivery of the following items<sup>(\*)</sup> agreement for specific work for the performance of the following work<sup>(\*)</sup> / agreement for the performance of the following service<sup>(\*)</sup>
- Date of conclusion of the Agreement<sup>(\*)</sup>/date of acceptance<sup>(\*)</sup>
- Name of consumer(s) (\*\*)
- Address of consumer(s) (\*\*)
- Signature of consumer(s) (\*\*) (only if the form is sent in hard copy)
- Date

(\*) Delete as appropriate

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