

# Terms and conditions

In force as of 25.05.2018

## Terms of Use for the services of England.pl

The following Terms of Use correspond to the services of online money transfers offered under the trade name England.pl, carried out by a Polish company England.pl Sp. z o.o. The following Terms of Use state the lawful framework of contract between yourself and England.pl. We recommend that you print or download the Terms of Use and keep a copy for reference. The latest updated version of Terms of Use will always be available on our website [www.England.pl](http://www.England.pl) (<https://www.England.pl/en/company/terms-and-conditions.html>) and in the Client Portal.

### DEFINITIONS

The meaning of terminology used in the Terms of Use:

**England.pl Sp. z o.o.** - limited company England.pl Sp. z o.o. complying with company laws in Poland. The headquarters are based at ul. Marszałka Józefa Piłsudskiego 45, 75-502 Koszalin, Poland. The company has a status of a National Payment Institution. Registered at the Regional Court in Koszalin, IX Department of Court Register (KRS) – no. 0000362067; REGON 320877907; NIP 6692501424, authorised by the Polish Financial Supervision Authority (IP4/2013). The nominal capital of the company is 600 000 PLN, paid in full.

**England.pl Limited** – limited company England.pl Limited complying with company laws in England and Wales. The Registered office address is Quantum House, 6 Shottery Brook Office Park, Timothy's Bridge Road, Stratford-upon-Avon, Warwickshire, CV37 9NR, United Kingdom. Registered at Companies House – Number 06776982. Registered at HMRC as a Money Service Business – no. 12255373 and regulated by the Financial Conduct Authority (FCA) under the Payment Service Regulations 2009 for the provision of payment services. FCA registration number 524126.

**England.pl** - brand name used by England.pl Sp. z o.o. England.pl is a registered trademark in Great Britain.

**Ecard S.A.** - administrator of card payments. Ecard S.A. is an acquirer regulated by the President of the Polish National Bank. Ecard S.A. Has headquarters in Gdansk (80-397 Gdansk), ul. Arkonskiej 11, registered in the company register by the Regional Court of Gdansk – Gdansk North, VII Commercial Division of the National Court Register, number 0000042304, with a nominal capital of 16 840 000 PLN, paid in full. NIP no. 521-31-03-040.

**Earthport PLC** - company Earthport PLC, which pursuant to the cooperation agreement, allows England.pl Sp. z o.o. access to the British account used to provide its money transfer service. Earthport PLC is a company incorporated under the laws of England and Wales, with registered address: 140 Aldersgate Street, London, EC1A 4HY England. The company is registered with Companies House, number 03428888 and has an FCA license no. 537580.

**Callcredit** - Callcredit Information Group Limited established under the laws of England and Wales, with registered address: One Park Lane, Leeds, West Yorkshire, LS3 1EP, England. The company is registered with Companies House, number: 04968328 and is regulated by the British Financial Conduct Authority (FCA) license number: 737740.

**FCA** - British Financial Conduct Authority located at 25 The North Colonnade, Canary Wharf, London E14 5HS. For more information on the FCA, go to [www.fca.org.uk](http://www.fca.org.uk)

**Financial Ombudsman Service** - British independent expert in looking into individual complaints which consumers and financial businesses haven't been able to resolve themselves. For more information on this subject go to their website [Financial Ombudsman Service](http://FinancialOmbudsmanService.org) or write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**KNF** - Komisja Nadzoru Finansowego, meaning the Polish Financial Supervision Authority. Address: Plac Powstańców Warszawy 1, 00-030 Warszawa; [www.knf.gov.pl](http://www.knf.gov.pl)

**Polish Financial Ombudsman Service** – Financial Ombudsman Service, Al. Jerozolimskie 87, 02-001 Warszawa; [www.rf.gov.pl](http://www.rf.gov.pl)

**Service** - service of money transfers between the UK and Poland or Poland and the UK.

**Client** - individual/single entity, or legal entity, registered with the service of England.pl through an online registration form or via telephone or personal visit at the office, with the aim of using the Service; the individual or company having received a Unique Client Number.

**Client Portal** – individual transaction and administrative portal created by the Client on England.pl's servers, aiding the Client in completing transactions, checking transaction history and managing personal data. Portal is accessed using Safety Information.

**Client Number** – unique six digit number given to each registered Client. The Client Number should be used in all Client communications with England.pl.

**Payment Instruction** - a transfer/payment instruction or order given through the Client Portal, ordering a transfer to a bank account in Poland or Great Britain of monies earlier deposited in the company bank account of England.pl Sp. z o.o. The instruction/order includes details about the sender, the amount of money being sent, and the recipient whose account will be credited.

**Card** – payment card issued by Visa International, allowing for a transaction to be processed without the Client being physically present.

**Card User** – an individual of 18 years or above, who has been issued the card by a bank, who has successfully created and activated their Client Portal.

**Authorisation** – process of checking whether the Card User has sufficient funds allowing for the card transaction to be processed.

**Recipient** – individual or company with an account in PLN in any bank in Poland or an account in GBP in any bank in Great Britain.

**Card Transaction** – transfer of funds from the User's Card to one of England.pl Sp. z o.o.'s accounts, in the amount stated by the card owner, after a successful authorization, not exceeding transaction limits.

**Recipient's Account** – bank account in either PLN or GBP currencies

**Transaction limits** – daily and monthly limits of transactions made using a Card and/or the Client Panel.

**Card authentication** – a transaction to confirm that the User is the rightful owner of the Payment Card.

**International transaction** – payment service based on England.pl's acceptance of monetary funds (through internet banking or Card Transaction) in Poland or Great Britain, and the transfer of said funds to a recipient based in a country different to that of the payer (transaction sender).

**Transaction Number** - unique number given to each transaction at the time of making a payment instruction.

**Safety Information** - customer's e-mail address and a password chosen by the customer during the registration process with England.pl.

**Rate of currency exchange** - Rate of currency exchange published on the website [www.England.pl](http://www.England.pl) – currency rate for exchanging GBP to PLN (selling) or currency rate for exchanging PLN to GBP (buying). The rate is also visible in the Client Portal after logging into England.pl's system.

**Required documents** - copies of documents confirming the identity of the Client and a document confirming the Client's address of residence, produced no later than 3 months from the date of sending the documents. In the case of Company Clients, this also means documents confirming the existence of the enterprise and invoices. In certain, justified circumstances, copies of documents confirming the source of the funds may also be requested.

**Working Day** - these include Monday to Friday, from 09:00 - 18:00 GMT excluding any Bank Holidays and any additional days off work in Great Britain and in Poland.

**Bank Account in the UK** - means a designated client bank account named ENGLAND PL, held by England.pl Sp. z o.o. in a British financial institution, details of which will be supplied upon Client registration. The Client shall make payments into this account in GBP, if he/she intends on using the service bound by these Terms and Conditions. The Client's money will be held by England.pl Sp. z o.o. until the payment is made in accordance with the Payment Instruction made by the Client.

**Bank Account in Poland** - means a designated client bank account named ENGLAND PL held by England.pl Sp. z o.o. in Polish banks, details of which will be supplied upon Client registration. The Client shall make payments to this account in PLN, if he/she intends on using the service bound by these Terms and Conditions. The Client's money will be held by England.pl Sp. z o.o. until the payment is made in accordance with the Payment Instruction made by the Client.

## § 1 General Information

1. The following Terms of Use correspond to the services of online money transfers offered under the trade name England.pl.
2. For all Clients who have selected card payments as their chosen method of transferring funds, the service is provided by England.pl Sp. Z o.o. The company makes these transactions through the use of an intermediary acquirer, eCard S.A.
3. For customers who have selected bank transfers as their chosen method of transferring funds, the service is provided by England.pl Sp. z o.o. both in Poland and the United Kingdom.
4. Where these terms and conditions refer to England.pl, the relevant terms and conditions refer to England.pl Sp. z o.o.
5. England.pl offers the services of transferring money only to Polish and British bank accounts of the named beneficiary specified by the sender.
6. England.pl does not carry out transfers that allow cash to be picked up at specified locations.
7. England.pl does not accept cash payments into any of its bank accounts nor does it make available any cash payments from any of its bank accounts. England.pl has a strict no cash policy.
8. England.pl does not carry out transfers to currency accounts. In Great Britain, we only send British Pounds (GBP) to recipient accounts, and in Poland, we only send Polish Zloty (PLN).

## § 2 Registration

1. The process of registration at England.pl requires stating the following: complete personal details of the Client; details of the source of funds and the amount of money the Client is planning on sending. Such information is required to minimize the risk of money laundering and terrorism financing (AML/CFT).
2. England.pl pays much attention to matters regarding AML/CFT, which is why we reserve the right to verify Client's details supplied during the registration process, alongside the documents provided by the Client as well as external databases, such as Callcredit Information Group, in order to verify the basic Client data. By agreeing to these terms and conditions, the Client also agrees to such verification taking place. External credit agencies may hold these reports for record purposes.
3. England.pl cannot be held responsible for the accuracy of the personal details given by the Client and for any losses or damages the Client incurs due to inaccurate or incomplete details provided (this is the Customer's responsibility).
4. The Client is obliged to immediately inform England.pl as soon as they find out that any of the details given during the registration process are incorrect.
5. After completing the Registration process, the Client will receive a Unique Client Number.
6. As part of the registration process, the Client will have to accept our Terms of Use and Privacy Policy.
7. Service users must be of 18 years of age. By registering with our service, you declare that you are 18 years old or older. In unique circumstances, a registration is possible for persons of 16 years of age, with parental consent.
- 8 All of the information provided by the Client during the registration process or any information added at any later stage must be truthful and accurate.

9. During the registration process, the Client must indicate whether they are using our service for private or commercial reasons. If the service is used for commercial reasons, additional documents which confirm the registration of an enterprise will be required.

10. The Client's responsibility is to ensure that all registration data is accurate and up to date. England.pl cannot be held responsible for any damages or losses incurred by the Client due to the Client's negligence in this area. We reserve the right to ask the Client, at any given time, for proof of the authenticity of the information stated in the registration form, as well as the submission of documents and other proof.

### **§ 3 Possible Methods for international payments**

We allow two different methods of payment at England.pl:

1. Bank transfer to one of the England.pl bank accounts. When selecting this method of payment, after logging in, you should select 'Bank Accounts' in the menu, and then select the correct bank account details, to which you can then make a payment from your own bank account.
2. VISA debit card. When selecting a card payment method, the customer will be redirected to eCard's website, where you have to enter your personal and card details. A selected amount will be taken by eCard from your card, and passed onto England.pl. The connection to eCard's website is encrypted and completely secure. Your card details are never visible to any England.pl employees, and are not kept by our company.

### **§ 4 Transfers to England.pl accounts**

1. Only Clients who have completed the full registration process are given the ability to make payments by card, or are given bank account numbers, where funds can be transferred into, with the aim of transferring money to Poland or Great Britain. Bank account details are visible in the Client Portal after logging into the system.
2. Clients making a transfer from Great Britain to Poland can only transfer Pounds Sterling GBP to our British Bank Account, made available to England.pl by Earthport PLC in Barclays Bank. The sterling bank account is made available by Earthport PLC based on the cooperation agreement with England.pl Sp. z o.o. (Payment Services Agreement), and is used to fulfill the money transfer services. Only transfers from Client's individual bank accounts or payment cards are accepted – we do not accept cash payments.
3. Clients making a transfer from Poland to Great Britain can only transfer Polish Zlotys PLN to one of our Bank Accounts in Poland, held at the following banks: PKO BP, PEKAO SA, BZ WBK, mBANK, ING, MILENNIUM, ALIOR BANK, BGŻ BNP Paribas SGB, or they may choose to opt for a card transaction. We do not accept cash payments, only transfers made from the Client's bank account or payments made using a debit card.
4. Transfers to our bank accounts, or transactions made using payment cards, can only be made from the registered Client's individual bank account or debit card. We do not accept transactions from third parties, who haven't registered in our transaction system.

### **§ 5 Card payment procedures**

1. When placing a payment instruction in our transaction system, the Client can choose a preferred method for their international transfer. The Client can choose between a payment via a bank transfer or VISA card.
2. Customers can make a card payment using services provided by eCard S.A., who is the administrator of those payments.
3. Once the method of payment has been selected, if the Client has chosen card payments, the Client will be redirected to eCard S.A. website.
4. Once the Client has been redirected, to ensure the payment is processed successfully, the Client should follow the instructions visible on eCard's website.
5. Electronic payments will only be processed when using valid cards that have not been stolen, restricted in any way. The card issuer will have to confirm that the Customer has sufficient funds to cover the transaction.
6. The method of card payments is only available when using debit cards, which means that the payment amount cannot exceed the funds available in the customer's bank account.
7. We only serve VISA debit cards.
8. Card payments can be made 24/7, all week days, without the exclusion of public holidays or bank holidays,

although system breaks may be noted for system updates or system errors. Payments will not be processed if we do not receive authorization from the card issuer.

9. eCard S.A. is responsible for transaction security. The payment is processed on a secure eCard S.A. website.
10. England.pl will never have access to card details. Such details are stored by the payment administrator, eCard S.A.
11. The card will be debited in either British Pounds (GBP) or Polish Zloty (PLN).
12. The exchange from one currency to another (GBP/PLN) is calculated using the currency exchange stated in England.pl's individual Client Portal. This rate will be dependent on the transfer destination (GBP buy rate or sell rate).
13. The Client, by making a transaction, accepts the current, published currency rate and any fees visible when completing the payment.
14. An international payment from Great Britain can only be made to the recipient's bank account, which serves Polish Zlotys (PLN). Moreover, an international payment from Poland can only be made to the recipient's account in Great Britain, which serves British Pounds (GBP).
15. For authorization purposes, England.pl passes on information required to process the transaction to eCard S.A., the administrator of payments.
16. A transaction will only be made when:
  - A) The amount stated does not exceed transaction limits,
  - B) Correct recipient's bank account details are stated,
  - C) Correct recipient's full name and address are stated,
  - D) A payment title is stated,
  - E) The authorization is successful.
17. Successful authorization will only take place if the card used:
  - A) Does not feature on a restricted list,
  - B) Has not expired,
  - C) Has sufficient funds, confirmed by the bank issuing the card.
18. In an event where we don't receive a successful authorization, the transaction will not be processed.
19. England.pl will state the following when making the payment to recipient's bank account:
  - A) Client's full name,
  - B) Payment title stated by the Client,
  - C) Unique transaction number.
20. The recipient's bank account should be credited within a few minutes or hours (depending on the recipient's bank), but no later than the next working day after the day of successful authorization.
21. England.pl cannot be held liable for any actions resulting from the Client supplying wrong recipient account details.
22. A payment instruction cannot be cancelled. Under special circumstances, England.pl may choose to cancel the transaction upon the Client's request, only if the transaction has not already been processed and funds have not yet been sent to the recipient.
23. The maximum amount of a single transaction when using a payment card is 100 GBP or 500 PLN. If the Client makes a number of transactions, which exceed this amount, the transaction processing time may be extended up to three working days, in order to ensure such transactions are properly verified.
24. Customers have the right to make an international payment using a payment card, only when they have completed their registration, submitted required documents and their customer profile at England.pl has a 'verified' status.
25. England.pl cannot be held liable for a decision to refuse the payment requested by the Client and made by the Client's card issuing bank, for reasons such as a lack of sufficient funds in the account.

## § 6 Transfer Notification (Payment Instruction)

Each Client has a responsibility to notify England.pl of their transfer to one of England.pl's bank accounts and a responsibility to make a Payment Instruction, which states the recipients' details, including the account where the money is to be sent. The sender of the transfer has to give us specific details that are essential to make the international transfer – full name of the recipient, their address, exact amount that has been transferred into England.pl's account as well as the recipient's bank account details. After the confirmation of the above details, we will check their accuracy and will only then go on to make the transfer.

## § 7 Money transfer limits

1. We do not accept cash payments into any of our bank accounts.
2. If the sender wants to transfer a one-off amount that exceeds the equivalent of 1000 EUR or if they send a few smaller transfers, the sum of which exceeds the equivalent of 1000 EUR, they must send us a copy of required verification documents before they make the transfer.
3. England.pl is not responsible for any delays caused due to lack of required documents.
4. If the sender would like to transfer an amount that exceeds 10,000 GBP as a one-off payment or during a period of three months, then they are required to provide a copy of documents confirming the source of these funds. In justified cases, we reserve the right to ask for those documents even when smaller amounts are sent.
5. Payments can only be made via an online transfer from the registered Client's bank account or via a card transaction.
6. The amount for a one-off transfer (sent to England.pl using online banking) cannot be higher than 50 000 GBP for transfers from the UK or 250 000 PLN for transfers from Poland. However, in certain circumstances, we will accept larger transfers, only once all conditions have been discussed with one of our operators.
7. Amount of a single transaction made to England.pl via a card transaction, cannot exceed 100 GBP for transfers from Great Britain, or 500 PLN for transfers from Poland.
8. The option of paying by card is only available when using VISA payment cards, and the transfer amount cannot exceed the amount of funds available in the Clients's account (to which the card is linked to) at the time of making the payment.

## § 8 Realisation time

1. The international transfer is made straight away as soon as we record a payment to one of our accounts, followed by a correct Payment Instruction. The money will arrive in the recipients' account as soon as possible, and no later than the next working day. In practice, England.pl carries out transfers within a few minutes up to a few working hours, every working day, depending on the recipient's bank in Poland.
2. If we do not receive the Client's Payment Instruction by 3 pm GMT or if we receive it on a day that is not a working day, then the transfer is treated as if it had arrived in our account the next working day.

## § 9 Transfers put on hold

England.pl has the right to put a transfer on hold if:

1. There is evidence to believe that money laundering or terrorism financing is taking place,
2. The Client has not provided us with required documents,
3. The Client did not update their documents (as per our request),
4. The Client has submitted unreadable, unclear, incomplete or not up to date documents,
5. The Client has not sent a correct Payment Instruction,
6. If there is a discrepancy between the amount stated in the Payment Instruction and the amount actually transferred into one of England.pl's accounts,
7. There is reason to believe that the Client is acting with intent to harm third parties or that their actions may harm England.pl's reputation.

## § 10 Fees and commissions

Transfers from Great Britain to Poland:

1. All transfers made to England.pl, using online banking, for amounts of 100 GBP or above, are sent to Poland free of charge.
2. Transfers below 100 GBP are charged at 3 GBP (taken away from the amount paid in).

Transfers from Poland to Great Britain:

1. All transfers made to England.pl using online banking, for amounts of 500 PLN or above, will be sent to Great Britain free of charge.
2. Transfers below 500 PLN will be charged at 15 PLN (taken away from the amount paid in).

## § 11 Currency Exchange Rate

1. Customers are constantly updated on the current exchange rate. The rate is published on England.pl's website, [www.England.pl](http://www.England.pl), at <https://www.England.pl/en/transfers/exchange-rate.html>, as well as in the Client Portal, after logging in. The Client should check the rate before they make a transfer and fill out a Payment Instruction.
2. The currency exchange rate has four decimal places. The current currency rate will be used until the time when a new currency rate is published.
3. Changes in the currency exchange rates are done without notifying customers beforehand. The Clients do not hold the right to object these changes.
4. Business Clients, or clients who wish to transfer larger amounts mentioned in point 7, can request individual rates, visible in the Client Portal after logging into the system.
5. England.pl tries not to change the currency exchange rate published in the morning, however we reserve the right to change the rates if currency rates fluctuate strongly on FOREX during the day.
6. The money paid in by Clients is calculated at the currency exchange rate published at the time when the money is received in one of England.pl's accounts. The date when money arrives into our account is taken into account, not the date of the Payment Instruction.
7. The Client has the right to negotiate the currency exchange rate with amounts higher than 10 000 PLN or 2000 GBP.
8. By sending money, the Client confirms that he or she wishes to proceed with the payment using the current currency rate published on the website [www.England.pl](http://www.England.pl)
9. Once the money is received, the currency rate is reserved for the Client, and will not change even if the transfer is put on hold due to incomplete information or lack of required documents, or even if the transfer cannot be made that day because money was received on a non-working day.

## § 12 Using our services

1. A Client who has made a transfer to one of England.pl's bank accounts and has filled out a Payment Instruction form gives England.pl permission to transfer the money from Great Britain to Poland or from Poland to Great Britain.
2. International transfers are made by converting the funds from the currency exchange rate of the sender, to the currency rate used in the recipient's country, using the exchange rate published at [www.England.pl](http://www.England.pl), or in the Client Portal.
3. The Client cannot change or cancel the Payment Instruction submitted to England.pl, as once it has been received, the process of sending the money to the recipient has begun, and therefore England.pl cannot return the funds to the sender's account. In certain circumstances, England.pl may attempt to cancel the Transaction as per the Client's request, only if the funds have not yet been sent to the recipient's account.
4. Money paid in and money paid out is always recorded in a system used specifically for our services.
5. Each transaction has a unique transaction number, which is stated in the transaction history.
6. Once the Client completes a Payment Instruction, he will receive an e-mail receipt confirmation. The status of the transaction can also be viewed under 'Transaction History' in the Client Portal.
7. After the transfer has been made, the Client will be informed via e-mail and the status of the transaction under 'Transaction History' in the Client Portal will change to completed.
8. The Client confirms that they do not transfer or have not received any funds from criminal or unlawful activity.

## § 13 Return of funds

In circumstances where the Client requests a return of funds sent to one of our accounts, or in cases where we are forced to return the funds because the Client has given incorrect details of the recipient (e.g. wrong bank account number), England.pl will return the funds, as per the Client's request, to the sender's bank account, only if the funds have not yet been sent to the recipient's account. There will be a charge of 3 GBP or 15 PLN for all returns to sender's accounts.

## § 14 Limited liability

1. England.pl cannot be held responsible for any losses a Client may incur due to a transfer being made as per the Payment Instruction.
2. England.pl cannot be held responsible for any harm or losses incurred due to any delays caused by a third party, i.e. Polish or British banks, power cuts or lack of Internet connection which make it impossible for England.pl to carry out the service in the time period previously specified.
3. England.pl cannot be held responsible for any misunderstandings or conflicts that may arise between the sender and recipient of the transfer.
4. England.pl is not obliged to carry out the service under special circumstances which England.pl has no control over, and which make it impossible to provide the service.
5. The Client accepts full responsibility for any actions that occur due to the Client's negligence of required safety measures with regards to giving access to own bank account, payment card or safety information to unauthorised parties.

6. England.pl accepts no responsibility to the Client for any losses that may be incurred, or any gains or potential benefits missed out on.
7. These Terms and Conditions, or general Terms of Use, do not make England.pl responsible to any entity or party other than the Client, and cannot be used for legal action against England.pl by any party other than the Client him/herself.
8. It is forbidden to make transfers from a bank account that is not the Client's own bank account. Any attempt to do so would be taken very seriously and any attempt to use a payment instrument that is not owned by the Client will be treated as fraud.
9. Using of England.pl's bank accounts for any unlawful activities such as fraud or money laundering is strictly forbidden. England.pl will inform appropriate government bodies of any suspicious activity. The service users must not abuse or avoid user restrictions set out by England.pl for the services provided.
10. It is the Client's responsibility (and not England.pl's) to ensure that they are sending or receiving funds from individuals or companies, or are selling or buying goods, in accordance with the law. If the Client doubts in any way the legitimacy of goods received or bought, they should not, under any circumstances, make a payment.

## § 15 Client Contact

1. We may contact the Client via e-mail or any other means with regards to providing a service. The most common means of contacting the Client is by sending the Client a direct message in their Client Portal, alongside an e-mail notification. The Client has a responsibility to regularly check that their email account and other ways of communication stated in the registration form are functioning well, and to immediately read any information sent via the Portal. We cannot be held responsible for any losses incurred due to the Client's negligence in this matter.
2. We ask that the Client number is stated every time a Client tries to contact England.pl. During a telephone call, in order to verify the caller, we may ask the Client to answer additional questions or to provide us with their telephone access password, which would have been set up during the registration process.
3. England.pl holds the right to send text messages or emails with any information regarding any changes to the transaction system, changes in the Terms and Conditions or Privacy Policy, technical breaks or any other important matters regarding the service provided.
4. The Client may receive a newsletter electronically, which will inform the Client of any new functions, events, promotions, special offers or competitions. The newsletter will only be sent to those Clients, who have explicitly given their permission to receive marketing news from England.pl. The Client can choose to stop receiving these types of communications at any time, simply by requesting this change in their Client Portal. Any newsletters sent out via e-mail will also give the Client the ability to opt out from receiving any future newsletters.
5. The Client may contact us at any time by sending a message to our Customer Services department. Current contact details are published at [www.England.pl/en/company/contact-England-pl.html](http://www.England.pl/en/company/contact-England-pl.html). A preferred method of contact is by sending the operator a direct message via the Client Portal, once logged in.

## § 16 Complaints Procedure

1. All complaints should be sent to England.pl Sp. z o.o. in accordance with the Complaints Procedure, found under COMPLAINTS. A complaint can be sent directly to England.pl Sp. Z o.o. address or by logging into the Client Portal.
2. If England.pl accepts their commitment to the Client, this will, in all circumstances, be limited to the amount specified in the Payment Instruction and corresponding with the actual receipt into England.pl's account.
3. The right to request compensation for a service provided incorrectly is given to the Client only if they immediately inform England.pl Sp. of their wrongdoing, no later than 13 months after the service had been provided.

## § 17 Client's personal data

1. Processing of personal data will be done in line with the Privacy Policy, which is enclosed on our website and in the Client's Portal. By accepting the Terms of Use, the customer also accepts the terms of our Privacy Policy.
2. England.pl collects, processes and stores Client's personal data (in order to carry out its services) in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, relating to the protection of physical persons and personal data processing, as well as the fluid movement of such data, and the repeal of the directive 95/46/WE (general directive on protection of data).

## § 18 Discontinuation of service provision

1. The customer has the right to deactivate their Client Portal and discontinue to use the services provided by England.pl at any time.
2. The Deactivation of the Client Portal does not mean that any data held about the Client is deleted. The data, along with transaction history, shall be stored by us for a minimum period of five years in accordance with appropriate laws.
3. England.pl has the right to put on hold or close a Client Portal without prior notice in the following circumstances:
  - Any of the above Terms of Use or any other terms with regards to the service provided have been breached by the Client,



- Violation of the law or evidence to suspect violation of the law or any terms and regulations relating to the use of the service by the Client,
- There is enough evidence to suspect that the Client is involved in some criminal or unlawful activity, money laundering or financing of terrorism,
- The customer has not submitted required documents or refuses to update documents already held.

## § 19 Final remarks

1. In case where the service cannot be provided by England.pl, the Client is not eligible for compensation under the Financial Services Compensation Scheme (FSCS) or the Polish Bank Guarantee Fund, because services provided by England.pl are not bank services under the government guarantee. However, Client's funds are protected under the safeguarding of designated client accounts.
2. The customer accepts the Terms and Conditions when he or she submits a Payment Instruction.
3. England.pl has the right to change the Terms and Conditions at any time, taking into account the 60-day period to announce the changes, especially when changes could negatively impact the Client. All other changes can be made immediately, and the Client shall be informed within 30 days.
4. England.pl will inform all users about any proposed changes to the Terms and Conditions via e-mail, sent to the e-mail address given during Client's registration.
5. The proposed changes will come into force 60 days after the initial proposal is sent out to users, as long as we have not received a notification from the Client, that he or she refuses to accept the proposed terms of use before they come into force. Changes, which make the Terms and Conditions more beneficial to the Client will be put in place immediately.
6. If the Client notifies us that he or she does not accept the changes, these will not be obligatory but this will automatically mean that the Client will no longer receive our services, the binding contract shall cease to exist and the Client Portal shall be deactivated.
7. No other person apart from the Client him/herself will have any rights resulting from the Terms of Use.
8. The Client Portal at England.pl is the Client's personal account and the Client does not have the right to transfer any rights resulting from the Terms of Use to other third parties.
9. Complaints which are not resolved using the normal complaints procedure, shall be settled by mutual agreement, and as a last resort, if the matter still cannot be resolved, it will be referred to the relevant courts.
10. England.pl Limited is a Small Payment Institution ("SPI") for the purposes of the Payment Services Regulations 2009 ("PSR") and has implemented relevant policies to comply with the PSR.
11. England.pl Sp. Z o.o. Is a National Payment Institution operating in line with the provisions of the Act published on 19<sup>th</sup> August 2011, regarding payment services. It has relevant procedures to comply with requirements stated in said Act.