Privacy Policy

Privacy policy for the England.pl service

Valid from 01-01-2026

I. Definitions

Meaning of terms used in this Privacy Policy:

Fintecom S.A. - means the company Fintecom Spółka Akcyjna, established in accordance with the provisions of Polish law. Headquarters at: ul. Marszałka Józefa Piłsudskiego 45, 75-502 Koszalin, Poland. Registered at the District Court in Koszalin, IX Division of the National Court Register. KRS No. 0001056179; REGON 320877907; NIP 6692501424, with a share capital of PLN 631.107,00, fully paid-up.

Fintecom Ltd - means Fintecom Limited, registered in England and Wales under number 13623885. Registered address: The Barn, 173 Church Road, Northfield, Birmingham, B31 2LX, England

Keel Money Ltd – means Keel Money Ltd, registered in England and Wales under number 12231881. Registered address: Ground Floor, Fortunata House, 15 Wellington Road, Eccles, Manchester, M30 0DR, United Kingdom. Keel Money Ltd, is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Firm Reference 1020783).

England.pl - is a commercial brand operated by Fintecom S.A.

Regulations - means Terms of Use of the England.pl service, as available on the website https://www.england.pl/en/company/terms-and-conditions and in the Client Portal.

Client / User – means a Fintecom Client who has registered in the transactional system by creating their User Panel, in accordance with the Terms and Conditions for the provision of services. It refers to a natural person or a legal entity that has been registered on the England.pl service via an online registration form in order to use the Service, and to whom, or to the company they represent, a unique Client number has been assigned.

England.pl Service – a transactional service used for carrying out transactions by the Client, viewing transaction history, and managing their personal data.

User Panel – an individual transactional and administrative panel within the England.pl service, used for carrying out transactions by the Client, viewing transaction history, and managing their personal data. Access to the panel is granted using security credentials.

Legally justified purposes – financial security measures applied by Fintecom and entities cooperating with Fintecom under cooperation agreements, as well as the resulting obligations, including the transfer of personal data to relevant public authorities.

II. General provisions

1. The following provisions constitute a privacy policy (hereinafter: "Privacy Policy"), which defines information regarding the collection and processing of Users' personal data as part of the services provided by Fintecom S.A.

2. Acceptance of the Privacy Policy and Terms and Conditions is synonymous to consent to the collection, processing and transfer or sharing of personal data in the manner specified in this Privacy Policy.

III. Basic information and contact details

1. The administrator of personal data is: Fintecom S.A. with headquarters in Koszalin, ul. Marszałka Józefa Piłsudskiego 45, 75-502 Koszalin; KRS: 0001056179, VAT: 6692501424

   You can contact us using:

   - e-mail address: biuro@england.pl
   - by phone: +48 94 343 58 14 or +48 500 308 968

   In matters related to the protection of personal data, you can contact directly our Data Protection Officer Mrs. Hanna Majchrowska: iod@england.pl

2. All data provided to Fintecom will be processed in accordance with 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 repeal of the Directive 95/46 / EC (general regulation on data protection).

3. Respecting the Customer's rights and respecting the EU Data Protection Regulation, we set out to maintain the security and confidentiality of any personal data obtained. All Fintecom employees have been properly trained in the processing of personal data.

IV. The scope and purpose of data processing

1. Fintecom ensures transparency with regard to the data collected and the manner in which it is used. To this end, Fintecom informs about the scope and purpose of its processing.

2. Fintecom processes Clients' personal data in order to perform the contract to the extent necessary, in order to provide the money transfer service. If the customer does not consent to the processing of data for this purpose and scope, we will not be able to provide the service.

3. Data entered by the Client is the data consciously and voluntarily provided directly to England.pl by the Client during their registration and Client Portal creation, including: first name, surname, e-mail address, telephone number, address, citizenship, PESEL number or date of birth, place of birth, number and series of the identity document, recipient's bank account number, IP address when registering, data contained in copies of documents confirming the Client's identity.

4. The Client is responsible for the accurateness of the provided personal data. The client has a responsibility to amend and update data provided during registration.

5. The transaction recipient data is the data required to complete the transaction for a specific recipient, ie: name, surname, address, bank name and account number.

6. The purpose of data processing is strictly related to the proper performance of the agreement and means the provision of a money transfer service to the Client, including:

a) registration of the Client Portal in the transaction system,

b) obtaining sender's and recipient's data to fulfil the transaction,

c) transferring the necessary data to the bank in order to carry out the transaction,

d) verification of customer data based on the documents provided,

e) transfer of customer data to specialized and credible institutions and service providers, counteracting financial crimes, as part of financial security measures applied,

f) storage of data for a period required by applicable law.

7. Verification of data using copies of documents provided by the Client takes place in accordance with the legal obligation of Fintecom to apply appropriate financial security measures (Article 34 paragraph 4, of the 1 March 2018 Act on Counteracting Money Laundering and Terrorism Financing (Journal of Laws 2018 No. 723, item 1075)).

8. Fintecom also processes Clients' personal data for marketing purposes, which consists of:

   a) Receiving marketing and commercial information – sending of Fintecom marketing and trade information through e-mail and direct message within the Client Portal, including new offers, services, promotions, contests. Processing in this area requires the appropriate consent of the Client, which can be withdrawn at any time without affecting the provision of the main service.

   b) Processing of personal data for the purpose of transferring marketing and commercial information of Fintecom's partners - processing of the name, e-mail address of the Client, to send marketing and commercial information from Fintecom's partners, including information on offers, services, promotions, competitions from Fintecom partners. Processing in this area requires the appropriate consent of the Client, which can be withdrawn at any time without affecting the provision of the main service.

9. Operational data - Fintecom processes the unique number given to the Client during the registration of the Client Portal, and other data characterizing the manner in which the service is used, i.e. information on connecting the Client's end device to England.pl's system, including: computer information and logging in, system logs containing the date, time of visit, the scope of using the services and the IP number of the computer from which the visit was made.

10. Communication - in order to communicate with the Client, Fintecom may make telephone calls and send, collect and store correspondence with them via system messages, e-mails, SMS messages or messages sent by traditional mail. Correspondence with the client and telephone connections are used to provide technical support, answer Client's questions, provide information, handle complaints or other activities strictly related to the service provided.

V. Use of personal data

1. In addition to the processing of personal data for the purposes described, Fintecom may use Client data:

    a) to develop new functionalities as part of the services provided, as well as to improve the existing ones

    b) to create new services,

    c) to protect the rights of Fintecom,

2. The use of data for the purposes listed above is permitted if it is necessary to fulfil the legitimate interests pursued by Fintecom or the data recipients, and if such processing does not infringe the rights and freedoms of the data subject.
3. Data processed by Fintecom is not subject to profiling.
4. Fintecom uses cookies. The cookies policy can be found on https://www.england.pl/en/company/cookie-policy.

VI. Processing time

1. Client's personal data necessary for the provision of services will be processed during the period of contract performance and after the provision of services for a period of 5 years from the date of termination of the business relationship with the client (Article 49 of the 1st March 2018 Act on counteracting money laundering and financing of terrorism (Journal of Laws of 2018, No. 723, item 1075)). The processing of data after the termination of the provision of services is limited only to the required legal storage and sharing at the request of authorized state authorities. After the indicated time, client's personal data will be permanently deleted or made anonymous.

2. In exceptional cases, the time of data processing, referred to point 1, may be extended by another 5 years at the request of authorized state bodies (Article 49 p.3 of the Polish Act on counteracting money laundering and terrorist financing).

3. The Client's personal data will be processed for marketing purposes during the period of the contract for the provision of payment services or until the client withdraws their consent. Following the termination of the contract of withdrawal of consent, Customer’s personal data will no longer be processed for marketing purposes.

VII. Sharing and transfer of personal data

1. Customers' personal data may be provided by Fintecom to the following categories of recipients:

    a) persons authorized by Fintecom - employees and associates,

    b) entities to which Fintecom has entrusted activities related to the processing of data - entities helping in the performance of the service, hosting service providers, other entities with whom Fintecom has entered into cooperation agreements and contracts for entrusting data processing, in particular Keel Money Ltd in the UK.

    c) other recipients - banks from which transfers are made and specialist institutions and service providers counteracting financial crimes in accordance with financial security measures adopted by Fintecom,

d) Fintecom's partners for marketing purposes, only with the consent of the Client.

2. Clients' personal data may be made available on request only to state authorities, local government bodies and authorized public institutions, only in connection with proceedings conducted by them and under applicable laws or other institutions who have an appropriate legal basis for such requests.

3. Clients' personal data will not be shared with other third parties, unless:

   a) disclosure of personal data serves the purpose of protecting Fintecom's rights or resolving disputes,

   b) The Client consented to the disclosure of personal data to a third party.

4. In order to perform the contract, personal data may be transferred to the United Kingdom as a third country, ensuring an adequate level of data protection under the Resolution of the European Parliament of 21 of May 2021, on the adequate protection of personal data by the United Kingdom.

VIII. Changes to the Client's personal data

In the event of a change in personal data (e.g., name, address or phone number), the Client is responsible to update their data without delay by contacting the Customer Service Office. Fintecom is not liable for any losses arising as a result of Client's failure to update their personal data.

IX. Client's rights with regards to personal data

The Client has the right to:

1. Require access to your personal data, rectification, processing restrictions, transfer to another data controller and deletion if it is not contrary to applicable law. Requests can be submitted to the following e-mail address: iod@england.pl.

2. Oppose the processing of your personal data for marketing purposes. Opposition can be reported to the following e-mail address: iod@england.pl.

3. Withdraw any consent at any time by submitting your request in the Client's Portal or directly to the following e-mail address: iod@england.pl. Withdrawal of consent does not affect the compliance of processing of your personal data, which was made on the basis of consent before its withdrawal.

4. Withdrawal of consent for processing of data for the purpose of executing the contract will cause the termination of service provision. Once withdrawal of consent for data processing in order to perform the contract has been given, the Client's data will be archived and stored for the period required by generally applicable law.

5. Withdrawal of any consent for the processing of data for marketing purposes will result in termination of data processing in this respect.

6. File a complaint to the Information Commissioner's Office (ICO), in matters related to the processing of your personal data by Fintecom.

X. External links

The website www.england.pl may contain links to websites of other entities. Fintecom declares that it is not responsible for the procedures related to the privacy policy of these entities' websites. These websites are provided for information purposes only, and the Client can use them voluntarily. This privacy policy statement applies only to the website www.england.pl and the services provided by Fintecom.

XI. Security

1. Fintecom uses technical and organizational measures aimed at ensuring the best possible protection of processed personal data of Clients against unauthorized access, improper use and disclosure.
2. The technical measures used are modernized with the development of new technologies, needs as well as available security methods. The transmission of personal data is secured using Secure Socket Layer (SSL) technology with 128-bit coding and certified with the Unizeto Technologies S.A. seal.
3. The organizational measures applied ensure that within the Fintecom structure, only the persons authorized by Fintecom have access to Client's personal data. All employees and collaborators who process personal data are authorized to do so and receive appropriate training.
4. Fintecom regularly checks the compliance of its activities with the applicable law and updates the Privacy Policy.
5. Fintecom cooperates with state institutions responsible for controlling the collection and processing of personal data and implements their recommendations every time.
6. Personal data in the possession of Fintecom is not made available to third parties other than those mentioned in the Privacy Policy. Personal data held by Fintecom is not sold to any entities.
7. A high standard of security may be effective only if good practices are applied by the clients. Under no circumstances may the Clients share their client Portal data with unauthorized persons.

XII. Changes to the Privacy Policy

The development of technology means that the Privacy Policy may undergo changes, which Fintecom will inform its clients about. The User will be informed immediately about any upcoming changes to this Privacy Policy.