Terms and Conditions for making payment transactions of PLUS BANK S.A.

§1 Definitions

Merchant	an entity which concluded with the Bank an agreement which enables the Payer to accept Payment Instruments and make Payment Transactions by the Payer;
Bank	PLUS BANK S.A. with its registered office in Warsaw, at al. Stanów Zjednoczonych 61A, 04-028 Warszawa, registered in the District Court for Warsaw, 14th Business Registration Section of National Court Register, KRS number 000009637, NIP: 7810014345; REGON: 630520298, equity PLN 421,914,994.83 (full paid), being a settlement agent, i.e. an entity which provides payment services of enabling the Payer to accept payment instruments and making of Payment Transactions, initiated with a payment instrument of the Payer by the Merchant or through which payment orders of the Payer or Merchant are sent to the issuer of Payment Instrument or payment systems in order to provide the Merchant with the funds due to it;
Payment gateway	an IT system which enables the Bank to provide the service of handling the Payment transaction;
Business day	a day from Monday to Friday, excluding public holidays in the Republic of Poland;
Payment instrument	means enabling payment, that is a transfer of money or monetary value other than cash. Popular payment instruments include payment cards (debit and credit cards), electronic transfers, mobile payment systems such as BLIK, digital wallets.
Payment card	payment card – debit or credit card issued by the Issuer;
Payer	a person using the Service who która dokonuje płatności dla Akceptanta, poprzez złożenie Zlecenia Płatniczego;
Banking Law	Banking Law Act of 29 August 1997 (i.e. Journal of Laws of 2022, item 2324, as amended);
Terms and Conditions	these "Terms and conditions for making payment transactions of PLUS BANK S.A.;

GDPR	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);
Portal	a Merchant's tool through which the Payer acquires or initiates the payment for the Merchant's services using the Payment gateway, e.g. a website, mobile application, Smart TV application or a set-top box;
Payment transaction/Service	a payment service in the understanding of the Payment Services Act (PSA) performed by the Bank for the Payer based on the provisions of the Terms and Conditions, consisting in execution of a single Payment Transaction initiated by the Payer to the Merchant via the Portal, based on the Payment Order;
Payment Agreement or Order	a statement of the Payer addressed to the Bank including the instruction of making a relevant Payment Transaction resulting in accepting it for execution by the Bank;
AML Act	an Act of 1 March 2018 on counteracting money laundering and terrorism financing (i.e. Journal of Laws of 2022, item 593, as amended);
Payment Services Act	an Act of 19 August 2011 on payment services (i.e. Journal of Laws of 2022, item 2360, as amended);
Issuer	an issuer of Payer's payment instrument, supplier of payment services to the Payer, in particular a bank or payment institution which, among others delivers the tools and data to the Payer which are required for authorizing a Payment Transaction, and also through which the Payer delivers the funds to the Bank under the Payment Transaction;

§2 General provisions

1. The Terms and Conditions sets out the rules of providing Payers with ability to make single Payment Transactions through the Portal, with the use of a payment methods and authorization tools ensured for the Payer by the Issuer.

2. The use of the Service does not require registration, but it is required to have an active e-mail address, Internet access as well as the mobile application of the Issuer from or access to other authorization tools and procedures provided to the Payer by the Issuer.
3. Bank is an entity providing the Service under the Terms and Conditions. The use of the Service requires the Payer's acceptance of the Terms and Conditions after getting acquainted with its contents.
4. Bank performs activities in the area of payment services based on the Bank's Articles of Association and under the supervision of the Polish Financial Supervision Authority, address: ul. Piękna 20, 00-549 Warszawa, PO Box 419.

§3 Subject of the Service

1. Bank will enable the Payer to make Payment Transactions based on the rules described in the Terms and Conditions.
2. Bank may collect a fee from the Payer for the Service provision which will be added to the amount of the Payment Transaction. If there is a fee for Service provision, the amount of fee for Service provision shall be specified in the Portal and Payment Gateway before making the Payment Transaction.
3. The Bank may enable the Payer making a Payment Transaction to make an independent donation to a foundation. In the event of execution of a Payment Transaction, the Merchant and the foundation receive information about the execution of the Payment Transaction only insofar as it concerns their part of the Payment Transaction. The donation amount will be added to the amount of the Payment Transaction.

§4 Service provision

1. During the use of the Service the Payer is obliged to:
   a) observe the Terms and Conditions;
   b) comply with the law,
   c) use his/her current and correct personal data.
2. An Agreement between the Payer and the Bank is concluded at the moment of initiating the Payment Order by the Payer.
3. A payment order is placed with the Bank by the Payer at the moment of crediting the bank account with the amount of the Payment Transaction.
4. If a Payment Order is received on the day other than a business day, the first business day following that day shall be deemed as the day of receipt of the Payment Order.
5. The Bank performs the Payment Transaction based on the Payment Order on the business day on which the Bank's account has been credited with the amount of Payment Transaction at the latest.

6. The Payer initiates the Payment Order in the Portal or via the link to payment for the Merchant's services.
7. After correct initiation of the Payment Order, including authorization of the Payment Transaction by using authorization tool of the Issuer, the provider of payment account of the Payer shall transfer the amount of Payment Transaction to the Bank, and then the Bank shall transfer it to the Merchant.
8. The Bank informs that according to the law, in particular according to Article 23 of the Payment Services Act, immediately after receipt of the Payment Order, information will be sent to the Payer's e-mail address which will enable the Payer to identify the Payment Transaction along with information about the recipient of payment (Merchant). E-mail address is required for performance of the Agreement.
9. The Bank informs that according to the law, in particular according to Article 25 of the Payment Services Act, after performing the Payment Transaction the Bank shall be obliged to immediately deliver to the Merchant – as the recipient of payment – information which will enable the Merchant and Payer to identify the Payment Transaction, as well as any other information provided to the Merchant in connection with execution of the Payment Transaction. In such circumstances, disclosing of such information to the Merchant will not constitute an infringement of the banking secrecy related to the performance of the Agreement.
10. After accepting the Payment transaction by the Payer – correct initiation of the Payment Order – the Payment Order cannot be revoked.

§5 Reservations regarding Service provision

1. While executing the Service, the Bank relies on the procedures of payment transaction authorization provided to the Payer by the Issuer.
2. The Bank may refuse Service provision, if:
   a) the Payer failed to authorize the Payment transaction or due to other reasons it is not possible to authorize the Payment transaction at the Issuer;
   b) the Issuer refused the Bank access to the Payment Card or account from which the amount of Payment Transaction is to be collected, or such an access is otherwise impossible
   c) Payer is not a person authorized to use the payment methods and authorization tools.
3. The Bank may refuse performance of Services if the provisions of these Terms and Conditions or AML Act are violated, as well as in the case of justified doubts as to relation of the Payment transaction to money laundering or terrorism financing, under relevant provisions of the AML Act or the suspicion of connection of the Payment transaction with another criminal act.
4. The Bank shall not ensure execution of the Payment Transaction in case of technical outages or due to the reasons attributable to intermediary institutions (Issuer, PSP) and shall not be liable in this respect.

5. The Bank shall not be liable for non-performance or improper performance of the Payment Transaction being the result of force majeure, which shall be understood as an event which is beyond the control of the party, external, unforeseeable and unpreventable, and which occurred after the Terms and Conditions have come into force. Force majeure shall be understood in particular as acts of nature such as: hurricanes, earthquakes, flood, hailstorm and other events such as: war, riots, radioactive contamination etc.
6. The Bank is not a party to the agreement or any other legal relations between the Payer and the Merchant, and shall not be liable on this account, in particular it shall not be liable for non-performance or improper performance of obligations by the Merchant or by the Payer.
7. The Bank shall be liable for non-performance or improper performance of the Service in accordance with the rules set out in the Payment Services Act, with the reservation that the provisions concerning unauthorized payment transactions initiated against the Payment Card or payment account of the Payer, are specified in the regulations of the Issuer maintaining the Payment Card or payment account of the Payer. The Bank shall not be liable for the terms of provision of services to the Payer by the Issuer which could prevent making of a Payment transaction.
8. By concluding the Agreement, the Payer submits a request for execution of the Payment transaction before the expiry of 14 days from the date of conclusion of the Agreement, as a result of which the Payer shall not be entitled to withdraw from the Agreement in the event of full performance of the Service.
9. During the use of the Service, it is prohibited to:
   a) make any attempt of interference with IT systems of the Bank or Merchant,
   b) deliver illegal content,
   c) use the payment instrument:
      i. which is invalid or restricted, or
      ii. by an authorized person, or
      iii. by a person which does not have full identification and authentication data,
   d) violate the legal regulations related to using and providing personal data of natural persons other than the personal data of the Payer.

§6 Complaints

1. Complaints may be filed:
   a) in a written form:
      i. in paper form – personally at the Bank's branches, by mail (in the understanding of Article 3 item 21 of the Postal Law Act (i.e. Journal of Laws of 2022, item 896, as amended, **"Postal Law"**) or sent at the facility of the entity dealing with delivery of correspondence on the territory of the European Union,

ii. in electronic form– via electronic mail to the address: reklamacje@plusbank.pl or via the form rendered available on the website **plusbank.pl/platnosci.bramka**, or sent to the address of electronic deliveries, which is mentioned in Article 2(1) of the Act on Electronic Delivery of 18 November 2020 (Journal of Law of 2024, items 1045 and 1841), entered to the database of electronic addresses which is mentioned in Article 25 of the aforementioned Act;

b) orally– by phone, calling the line: + 48 61 8461 461 or 801 44 55 66, or personally on record during the visit at the Bank's branch office,

2. A complaint shall include a brief description of the reported reservations, number of the Payment transaction and the Payer's e-mail address related to the Transaction being the subject of the complaint. Payer shall provide additional data if:
   a) the Payer filed the complaint via complaint form rendered available on the plusbank.pl/platnosci.bramka website and selected the receipt of reply via postal services – then the first and last name as well as the correspondence address are required to provide reply in a traditional way;
   b) the Payer submitted a request for the receipt of reply to the complaint by e-mail, on a durable information medium – then the Payer needs to indicate the e-mail address for providing a reply to his/her complaint (if it is different than the e-mail address provided to the Bank by the Payer).
3. At the Payer's request, the Bank shall confirm in writing, or in any other form agreed with the Payer, the fact of filing the complaint.
4. Examination of the Payer's complaint and the Bank's reply shall be done without undue delay, however not later than within 15 business days from the date of receipt of the complaint. The above mentioned deadline shall be deemed to be met by the Bank by sending a reply to the Payer in electronic form indicated in item 6 letter a) below prior to the expiry of the aforementioned deadline, and in the case of replies provided in writing – posting at the designated operator's facility in the understanding of Article 3 item 13 of the Postal Law.
5. In particularly complicated cases which make it impossible to consider the complaint and provide a reply within the time limit referred to in item 4 of this paragraph, the Bank may decide to extend the deadline for examining and providing a reply to the filed complaint. In such a case, in information provided to the Payer, the Bank shall specify the expected deadline for examining the complaint and providing a reply which cannot exceed 35 business days from the date of receipt of the complaint, while indicating:
   a) reasons of the delay,
   b) circumstances which must be determined in order to examine the case.
6. A reply to the complaint shall be delivered to the Payer in writing:

a) in electronic form – should the complaint be submitted by the Payer in writing in electronic form, unless the Payer requested providing a reply in the paper form;
   i. using the means of electronic communications used by the Payer to file a complaint, or another mean of electronic communications indicated by the Payer – should the complaint be filed by the Payer using the means of electronic communications;
   ii. to the Payer's address for electronic deliveries, which is mentioned in Article 2(1) of the Act on Electronic Delivery of 18 November 2020, entered to the database of electronic addresses which is mentioned in Article 25 of the aforementioned Act – should the complaint be submitted by the Payer to the address for electronic deliveries;

b) in the paper form – should the complaint be submitted by the Payer in paper form, unless the Payer requested a reply in electronic form;

c) in the paper or electronic form, at the Payer's request – should the complaint be submitted by the Payer orally.

7. Should the complaint require supplemental information, the Bank shall ask the Payer to supplement it.
8. Customer Ombudsmen shall supervise the process of examining the complaint in the Bank.
9. The complaint process ends with the appeal procedure. Appeals against the resolution of complaint shall be addressed to: PLUS BANK S.A., Rzecznik Klienta, ul. Zwierzyniecka 18, 60-814 Poznań.
10. The provisions of the Terms and Conditions, according to the procedure envisaged for complaints, shall apply to filing and examining of Payers' appeals.
11. The consumer shall have the right to apply to the Banking Consumer Arbitration in order to reach out-of-court settlement of dispute with the Bank. Detailed information about the Banking Consumer Arbitration, rules of procedure and fees are available on the website of the Polish Bank Association: zbp.pl/dla-klientow/arbiter-bankowy.
12. The Competition and Consumer Protection Office (UOKiK) shall be the competent authority for cases of Consumers' protection: 00-950 Warszawa, Plac Powstańców Warszawy 1, with the reservation that in individual cases the Consumer shall apply to municipal and county Consumer Ombudsmen, a list of which is available on the website of the Competition and Consumer Protection Office: www.uokik.gov.pl.
13. After exhaustion of the complaint and appeal procedure in the Bank, a dispute between the Consumer and Bank may be completed by means of the out-of-court proceedings for dispute resolution before the Financial Ombudsmen which is defined in the Act of 5 August 2015 concerning the complaint handling process by the units of financial market and Financial Ombudsman. Detailed information regarding these proceedings and initial fees are available on the website: www.rf.gov.pl.

14. In case of a dispute the Payer may file a request with the Arbitration Court at the Polish Financial Supervision Authority. Detailed information about activities of the Arbitration Court, rules of procedure and fees are available at the website: www.knf.gov.pl.
15. Irrespective of the above mentioned complaint and appeal procedure, the Payer at any time is entitled to file a suit with the competent common court.

§7 Information clause

1. PLUS BANK S.A. with the registered office in Warsaw (04-028), at al. Stanów Zjednoczonych 61A is the controller of personal data.
2. You can contact the Personal Data Protection Inspector regarding the cases related to personal data by writing to the address: "PLUS BANK S.A. - Inspektor Ochrony Danych, al. Stanów Zjednoczonych 61A, 04-028 Warszawa", iod@plusbank.pl or through the contact form available at: plusbank.pl/platnosci.bramka. Consumer rights under the GDPR may be exercised in particular via postal services or via electronic mail through the contact form available at: plusbank.pl/platnosci.bramka.
3. Personal data shall be processed for the following purposes:
   a) undertaking activities aimed at entering into an Agreement for provision of the Service, and in the case of entering into the Agreement – for the purpose of performance of the Agreement and provision of the Service under this Agreement in accordance with the Terms and Conditions (e.g. placing a Payment Order, execution of Payment transaction, notifying about the status of execution of the Payment transaction) – a need to process the data for the purpose of conclusion and performance of the Agreement forms the legal basis for processing of personal data;
   b) fulfilling the legal obligations in connection with the conducted business activities, in particular with relation to: counteracting money laundering and financing of terrorism; payment services; fulfilling obligations resulting from tax regulations – a need to fulfill legal obligations by the Bank resulting from the application of such regulations as Banking Law, AML Act, Payment Services Act, tax and accounting law, etc. forms legal basis for processing of personal data;
   c) replying to inquiries addressed to the Bank, including providing of replies to complaints and exercising of rights granted under GDPR – a need to process the data for the purposes resulting from legitimate interests of the Bank, related to a possibility of providing replies to inquiries addressed to the Bank forms the legal basis and a need to fulfill the legal obligations by the Bank resulting from the regulations related to examining of complaints by entities from the financial market and exercising of rights granted under GDPR also forms the legal basis for processing of personal data;

d) purposes related to vindication of potential claims – a need to process the data for the purposes resulting from legitimate interests of the Bank related to vindication of claims, in particular related to non-performance or improper performance of obligations under the Agreement within the scope concerning the Service forms the legal basis for processing of personal data;

e) detection and elimination of frauds related to the conducted activities, including with the use of profiling– a need to fulfill the legal obligations by the Bank resulting from the application of legal regulations and for the purposes resulting from the legitimate interests of the Bank related to a need of ensuring safety, detection and reduction of frauds forms the legal basis for processing of personal data;

f) ensuring the safety and protection of property, preserving the secrecy of information, including information which constitutes bank secrecy and personal data, detection and elimination of frauds related to the conducted activities, including with the use of profiling – a need to process the data for the purposes resulting from the legitimate interests of the Bank related to a need of ensuring safety and protection of property, preserving the secrecy of information, ensuring safety and detection of frauds forms the legal basis for processing of personal data;

g) archival (evidence-related) purposes – a need to process the data for the purposes resulting from the legitimate interests of the Bank consisting in securing information in the event of necessity to prove certain facts or demonstrate the fulfillment of the Bank's obligations forms the legal basis for processing of personal data.

4. Data may be disclosed to the following entities:
   a) public authorities, institutions and third parties which are entitled to demand access to or receive personal data on the basis of the applicable law, e.g. Polish Financial Supervision Authority, General Inspector of Financial Information, Tax Office, Bank Arbiter;
   b) entities to whom the Bank entrusted processing of personal data or rendered these data available, e.g. IT service providers, debt collection companies, consulting and auditing companies, law firms, archiving companies or companies providing document destruction services, companies providing postal or courier services, intermediary entities in the process of provision of payment services (e.g. banks, payment institutions, credit card organizations, payment schemes) and Merchants;
   c) entities to whom the Bank entrusted performance of banking operations or activities related to banking operations, as well as to banks and other institutions which may receive personal data in connection with the performance of banking operations or under the applicable law, in particular pursuant to Article 104 item 2 and Article 105 item 1 and 2 of the Banking Law
5. Data will not be transferred to third countries or international organization.
6. The period of personal data processing depends on the purpose for which they are processed. The period for which the data will be stored is calculated based on the following criteria:

a) with respect to the activities aimed at concluding the Agreement or performance of the Agreement – until completion of activities and then during the term of the Agreement, and afterwards for the period required by law;
b) accounting criteria, for the period of 5 years starting from the year following the financial year in which operations, transactions or proceedings related to the Agreement for payment transaction have been finally completed, paid, settled or past due;
c) tax criteria, for the period of 5 years counting form the end of calendar year in which the tax liability arose resulting from the settlement of the Agreement for Service provision;
d) with respect to activities resulting from the applicable provisions of law– for the period resulting from such provisions;
e) with respect to fulfilling legitimate interests of the Bank, which constitutes the legal basis for this data processing for the period required to meet this goal or until an objection against such processing is filed, if there are no legitimate basis for further data processing by the Bank;
f) with respect to claims – until limitation of claims.

7. Under GDPR you may exercise the following rights:
   a) the right to access to your own data, including the right to obtain copies of these data as well as the right to correct them, limit their processing or have them deleted;
   b) the right to request transfer of data provided to the Bank which are processed in order to conclude and perform the Agreement and which are processed in an automated way. The above mentioned transfer consists in receiving from the Bank of personal data in the structured, universally used machine readable format and the right to transfer them to another data controller, if this is technically possible;
   c) filing objection, including against data profiling, due to the reasons related to special circumstances when the Bank processes the personal data for the legitimate purposes. The Bank will discontinue processing of personal data for these purposes, unless the Bank is able to demonstrate that in relation to these data there exist valid and legitimate basis which override data subject's interest, rights and freedoms, or these data turn out to be indispensable for the Bank to determine, vindicate or defend against claims or sale of claims.
8. With respect to personal data processing, the data subject is entitled to file a complaint with the supervising authority which deals with personal data protection.
9. Providing of data is voluntary, however it is indispensable in order to conclude and perform the Agreement (e.g. placing a Payment Order, execution of the Payment transaction, notifying about the status of execution of the Payment Transaction), without providing these data the Agreement cannot be concluded and performed, and execution of the Payment transaction, notification about the status of execution of the Payment transaction cannot be performed. Providing of these data is

also required for the fulfillment of obligations resulting from the law or is indispensable for meeting the goals resulting from the legitimate interests of the Bank.

10. Bank does not use systems designed for automated decision-making, however it uses data profiling. Data profiling is based on relevant mathematical and statistical profiling procedures, while maintaining technical and organizational measures ensuring reduction of the risk of errors in profiling procedures. The following decisions are made through profiling:
    a) preventing criminal offences to the detriment of the Bank – that is the so-called "frauds", including in order to build models which enable identification of criminal acts;
    b) preventing money laundering, including in order to enable identification of criminal acts.
11. Most of the data processed by the Bank come directly from the Payer (e.g. personal data included in the parameters of the Payment transaction, inquiries sent to the Bank). However, some personal data may also come from other data controllers, among others: personal data of Payers are made available directly by the Merchant (e.g. under an initiated Payment transaction) or the bank maintaining the ban account (e.g. under a notification about the status of the Payment transaction), or from publicly available sources.
12. Bank processes the following categories of personal data: identification data (e.g. name and surname, e-mail address, correspondence address, operating data, a number assigned by the Merchant), financial data (parameters of the Payment transaction, including: transaction amount, data of the Merchant, title of the transaction, ID of the Payment transaction)..

§8 Personal data processing and exercising of rights under GDPR

1. In connection with undertaking steps aimed at concluding the Agreement, an in the case of conclusion of the Agreement – in order to perform the said Agreement and provide Services under this Agreement, the Bank processes the personal data. Personal data processing is carried account according to the law, in particular according to GDPR regulations. The Bank processes only personal data which are necessary for performance of the Agreement at the Payer's request, including Payment transaction, according to the payment method selected by the Payer which is laid down in the Terms and Conditions. Therefore, in order to carry out the Payment transaction the bank shall process in particular identification and financial data (parameters of the Payment transaction, including: transaction amount, transaction title). If the Payer wants to file a complaint and receive a reply by post, the Bank shall process the first and last name as well as the address of the Payer. Detailed information regarding personal data processing can be found in §7 of the Terms and Conditions.
2. In order to exercise the rights under GDPR, which are mentioned in § 7 of these Terms and Conditions, you should provide a brief description of the request and in order to enable identification and verification at least: a number of the Payment transaction and e-mail address provided while

ordering a Payment transaction. Providing of a correspondence address (e.g. address of the residence) and first and last name is required in the event when a natural person would like to receive a reply by postal services.

3. Bank without undue delay – and in any event within one month from the receipt of the request – shall provide the natural person with information about activities undertaken in connection with the request pursuant to Articles 15–22 of GDPR. If necessary, this deadline may be extended for another two months due to the complicated nature of the request or number of requests. Within one month after the receipt of the request, the Bank shall notify a natural person about such an extension of the deadline while providing the reasons of the delay.
4. The Bank informs that if the requests are clearly unjustified or excessive, in particular due to their continuous nature, the Bank may:
   a) charge a reasonable fee, including administrative costs of providing information, carrying out communication or undertaking requested actions; or
   b) refuse undertaking of such actions in connection with the request.
5. The Bank informs that if – based on the data in the possession of the Bank – there are justified doubts regarding an identity of the natural person filing the request, the Bank may request additional information indispensable for confirming the identity of the data subject. A request to provide additional data cannot violate the provisions of the Article 11 of GDPR.
6. If the request is sent from a different address than the one provided by the Payer during the initiation of the Payment transaction, the Bank – in order to confirm the identity – may sent a request for confirming filing of a request to the e-mail address provided during the Payment transaction, e.g. in the case of requesting access to personal data. If no confirmation is sent within the set deadline, the Bank is entitled to assume that a given person has not been identified.

§9 Cookie files located in the Payment Gateway

1. Cookie is a small text file which the website saves in a PC or mobile device of the Payer at the moment when the Payer browses through it. Cookie files (the so-called “cookies”) are IT data, in particular text files, which are stored in a terminal equipment of the Payer and are designed for the use of the Payment Gateway. Cookies usually include the name of the website which sends them, time of storage in the terminal equipment and a unique number.
2. Software used for browsing websites allows for storing of cookie files in the terminal equipment of the Payer. The Payer may at any time change the settings regarding cookie files or remove permanent cookie files, while using relevant settings of the web browser. These settings may be changed in particular in such a way as to block automatic handling of cookies or notify the user each time cookies are placed in the Payer’s equipment. Detailed information about a possibility and methods of handling cookies is available in the software settings (of the web browser). Failure to introduce

changes to cookie settings may mean that the cookie files will be placed in the terminal equipment of the Payer, thus the Bank will store information in the terminal equipment of the Payer and obtain access to this information in order to execute the Service.

3. Bank uses the following types of cookies:
   1) **strictly necessary cookies** (necessary for functioning of the Payment Gateway and cannot be switched off) – the are usually set only in response to actions undertaken by the Payer, which boil down to provision of the Service, they ensure proper functioning of the Payment Gateway and basic functions without which it is not possible to correctly use the Service;
      a) cookies with data introduced by the User (session ID) for the duration of the session (user input cookies);
      b) authenticating cookies used for services requiring authentication during the session (authentication cookies);
      c) cookies used for ensuring security, e.g. used for detection of frauds with respect to authentication (user centric security cookies);
   2) **functional cookies** (related to improvement of the functionality of Payment Gateway) – used in order to adjust the contents of the Payment Gateway to the Payer's preferences and to optimize the use of the Payment Gateway; these files in particular allow for detecting the Payer's equipment and display a website adjusted to his/her individual needs, they could also help in, for instance, detecting the terminal equipment; permanent cookies used for user interface customization for the duration of a session or slightly longer (user interface customization cookies).
4. In the event of switching off the use of cookies, there may appear difficulties with the use of the Payment Gateway or such a use might be completely impossible.
5. At any moment the Payer may introduce changes to the settings of the currently used web browser. More information:
   a) Internet Explorer - https://support.microsoft.com/pl-pl/help/278835/how-to-delete-cookie-files-in-internet-explorer,
   b) Chrome - https://support.google.com/chrome/answer/95647?hl=pl,
   c) Firefox - https://support.mozilla.org/pl/kb/usuwanie-ciasteczek,
   d) Safari - https://support.apple.com/pl-pl/HT201265.

§10 Final provisions

1. The Terms and Conditions are made available to the Payer free of charge on the Bank's website plusbank.pl/platnosci.bramka before initiation of a Payment Order.
2. The Bank reserves the right to change the Terms and Conditions. The changes shall not apply to Payment transactions which had been initiated before the amendment of the Terms and Conditions.

3. The Polish law shall apply to conclusion and performance of the Agreement, and the operations resulting from the Terms and Conditions shall be performed in Polish.