OpenApp Pay Terms and Conditions

valid from 16/09/2026

1. Introduction
   We realise that regulations aren't the most pleasant to read. However, it's worth reading this document to know:
   - what the User can expect from OpenApp,
   - what the rules are for using the OpenApp Application and Wallet (which in legal terms is called the "Payment Instrument"),
   - how problems and disputes will be resolved,
   - what obligations the user of the Application has?

   The Regulations describe the rules for using the shopping features available in the Application, including searching for Partner products, creating shopping carts, using product and cart recommendations, sharing carts with other Users and using the User's personal store.

   Application features such as presenting products, recommending products or shopping carts, creating a personal User store, and sharing shopping carts with other Users do not constitute payment services. These are additional Application features that support shopping with Partners.

   The Regulations also describe the rules for making Payments for bills to Partners and for giving and receiving Tips.

   Using individual features may require consent to access specific functionalities (Contacts, GPS, Camera)

2. Service provider
   The entity with which the User concludes the Agreement is:

   OpenApp Pay Sp. z o.o. registered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw (KRS: 0000842899; NIP: 9512501827), ul. Grzybowska 62, 00-844 Warsaw (hereinafter referred to as "OpenApp" or "Company").

   The Company is a National Payment Institution ("KIP"), entered in the register of payment institutions maintained by the Polish Financial Supervision Authority under number IP65/2026. The Polish Financial Supervision Authority supervises OpenApp's payment services.

3. Definitions used
   Below is a list of terms that have specific meanings and their knowledge will facilitate understanding of the entire document:

Partner	an entrepreneur whose products, services, or media may be presented in the Application or purchased by the User using the Application, in particular an online store, point of sale, service provider, or media provider. The Partner may also receive funds transferred as part of a Payment.

App	OpenApp mobile application, installed on a mobile phone, enabling purchases and payments as well as the use of other functionalities referred to in the Regulations
Authorization	the User's consent to make the Payment is confirmed using the same verification mechanism that the User uses to unlock his/her phone (e.g. PIN, Face ID, Touch ID)
BOK	customer service office
Payment Instrument	rules defined by OpenApp that the User uses within the Application to make Payments. The Payment Instruments are: OpenApp Wallet, Children's Wallet, and Group Wallet
Service	The Application User designated by the Partner to OpenApp as the person entitled to receive the Tip.
User Account	individual User account in the Application, uniquely linked to his/her telephone number
Shopping cart	a list of products selected by the User in the Application as part of a given Partner's offer or prepared for the User by OpenApp based on his/her previous purchasing activity.
Recommended basket	a shopping cart proposed to the User by OpenApp based on his/her previous purchases, frequency of purchases of specific products, shopping preferences or activity in the Application.
Shared basket	a shopping cart that the User can share with other Users so that they can view its contents, add products, remove products or otherwise modify the cart - within the scope of the rights granted by the owner of the cart.
Tip	a voluntary amount transferred by the User or another person to the Service or Partner indicated
Personal Store or User's Personal Store	a space in the Application created based on the User's activity, in particular his/her previous purchases, liked products, saved products or other interactions in the Application, in which products related to this User are presented.
Payment	payment for goods and services or utilities purchased from Partners, including payment for a Bill, transfer of a Tip, transfer between User Wallets or transfer of funds to the User's bank account (operated by a payment service provider other than OpenApp)
Agreement	an agreement between the User and OpenApp, which specifies the rules for the provision of services by OpenApp described in the Regulations, concluded for an indefinite period
Wallet	a wallet enabling payments within the Application
Children's Wallet	Wallet shared with one person under the age of 13. The Legal Guardian is responsible for all Payments made from this Wallet
Group Wallet	Each additional Wallet created by the User, used alone or together with other Users, each of whom is entitled to use the Wallet under the terms and conditions specified in the Regulations
Legal guardian	a legal representative who has full legal capacity, who may be: a parent, legal guardian or curator of a person under 18 years of age
Privacy Policy	rules for processing Users' personal data in the Application
Bill	information about the User's receivables from the Partner, including goods, services or other benefits and their prices, provided to OpenApp by the Partner

Recommendations	suggestions for products, baskets or other content presented to the User in the Application based on his/her activity, purchase history, purchase frequency, preferences or other criteria used by OpenApp.
Statute	these regulations
Complaint	a notification addressed to OpenApp in which the User reports a problem related to OpenApp services
Social Store	a feature that allows the User to share their Personal Store with other Users or to observe the Personal Store of other Users, in accordance with the privacy settings available in the Application.
OpenApp Product Content	information about products presented in the Application by OpenApp, prepared on the basis of data received from Partners or other sources, including names, descriptions, photos, categories, product features, availability or other information facilitating the search and selection of products.
Identity verification	confirmation of the User's identity using the tools available in the Application
QR Code	a graphic code that is scanned or an element of the graphical interface in the Mobile Application
User	a person who has a User Account in the Application, i.e. an adult with full legal capacity or a person under 18 years of age who uses the Application with the consent of the Legal Guardian or under the terms specified in the Regulations.
Payment Order	a User declaration addressed to OpenApp containing an instruction to make a specific Payment

4. User Account
    a. The User Account is uniquely assigned to a telephone number.
    b. The User Account activation process requires:
        - downloading the Application to your mobile phone;
        - providing a telephone number and verifying it using a verification code;
        - providing an email address and verifying it using a verification code;
        - giving the User a name visible to other Users of the Application; the User can then change this name in the User Account settings;
        - confirmation of the User's age;
        - the User's declaration of having read and accepted the Regulations and the OpenApp Pay Privacy Policy
        - identity verification described in point 11 g-i
    c. For persons under 18 years of age, activating the User Account also requires the Legal Guardian's consent to conclude the Agreement (by scanning the QR code displayed during User Account activation).
    d. For individuals under the age of 13, the Legal Guardian enters into the OpenApp Agreement directly and also consents to the User independently entering into the OpenApp Agreement upon reaching the age of 13. This will result in:
        - the necessity of accepting the Regulations by this User and
        - changing the Children's Wallet to a Wallet.

e. Persons who provide an incorrect date of birth during the User Account activation process and need to change it must contact the Customer Service Center for this purpose.
f. The Agreement is concluded, and the Wallet is issued, when the User receives confirmation in the OpenApp Application that the User Account has been created.
g. There is a maximum limit on the funds that can be accumulated in a Wallet, Group Wallet, or Child Wallet at any given time. The App provides information about current limits. If you top up a Wallet with an amount that exceeds the limit, OpenApp may refund the excess to your bank account using the method used to top up the Wallet.
h. You cannot make financial settlements related to running a business activity via the User Account. This prohibition does not include receiving Tips under the terms set out in the Regulations.
i. Creating and using an OpenApp User Account are free of charge.

5. Product search
    a. The Application may enable the User to search the database of products offered by Partners integrated with OpenApp.
    b. Search results may include products from one or more Partners. The order in which products are displayed may depend, in particular, on relevance to the User's query, product availability, product popularity, prior User activity, User preferences, Application settings, or other criteria OpenApp uses.
    c. OpenApp may present products in a standardised format to make it easier for Users to search, compare, and add products to their cart. Information presented in the App may come from Partners or other sources OpenApp uses.
    d. OpenApp Product Content is for informational purposes only. OpenApp makes every effort to ensure information is current and correct; however, the final sales offer, product availability, price, delivery terms and order fulfilment depend on the Partner.

6. Product and basket recommendations
    a. OpenApp may present the User with product or shopping cart recommendations. These recommendations are intended to help the User repeat purchases, find products similar to those they previously purchased or selected, and quickly prepare a shopping cart.
    b. OpenApp may offer the User a recommended Basket, in particular after the User has previously placed orders with a given Partner.
    c. Recommendations may be created in particular on the basis of:
        i. the User's purchase history with a given Partner,
        ii. frequency of purchase of specific products,
        iii. products added to the cart, saved or liked by the User,
        iv. preferences resulting from the User's activity in the Application,
        v. User's shopping profile created based on his/her activity with various Partners available in the Application.

d. Recommendations do not constitute an offer to sell OpenApp.Recommendations are proposals prepared automatically or semi-automatically in the Application, and the User can change them before placing the order.
e. The user always decides whether to use the Recommended Cart, change its contents, remove products, or cancel the order.
The main factors influencing recommendations are the User's previous purchases, shopping frequency, products added to the cart, liked or saved products, User activity in the Application, and product availability from Partners. Users can influence recommendations, in particular, by adding and removing products from the cart, marking products as liked or disliked, changing the settings available in the Application, and by continuing to use or not using specific recommendations.

7. Shopping cart
    a. The User may create shopping carts from products offered by Partners available in the Application.
    b. The User may create a shopping cart, or OpenApp may propose one as a recommended cart.
    c. Before placing an order, the User may change the basket contents, including adding or removing products or changing their quantity.
    d. The order is placed only after the User has approved the basket and Authorised the Payment, if the Payment is made via OpenApp.

8. Shared basket
    a. Users can share their shopping cart with other App Users. This feature lets multiple people prepare a shopping cart together, for example, a family, household, or other group.
    b. Invited Users can modify the basket only within the scope of the permissions granted to them. In particular, they may add products, remove products or change their quantity if such rights have been granted to them.
    c. Placing an order from a shared basket requires order approval and Payment Authorisation by the User placing the order.
    d. The User who places an order from a shared basket concludes a sales agreement with the Partner and is responsible for the Payment, unless the rules of a given Wallet or functions available in the Application state otherwise.
    e. OpenApp is not responsible for the internal arrangements between Users using the shared cart, including who actually uses the products, who was supposed to add the product to the cart, or how Users settle accounts with each other.

9. Personal Store, i.e. the User's personal store
    a. OpenApp may create a Personal Store for the User, i.e. a personal space in the Application where products related to the User's activity are presented.
    b. The Personal Store may contain, in particular, the following products:

    i. previously purchased by the User,
    ii. added by the User to the cart,
    iii. saved or liked by the User,
    iv. recommended to the User by OpenApp,
    v. similar to products that the User has previously purchased or selected.

c. The Personal Store is for informational and auxiliary purposes. It is not a store run by the User in the legal sense and does not constitute that the User sells products to other people.
d. Products displayed in the Personal Store may link to offers from Partners. The sales contract is concluded with the Partner, not the User whose Personal Store is being viewed.

10. Sharing your Personal Store with other Users
    a. The User may share his/her Personal Store with other Users of the Application or with a specific group of Users, if the Application provides such a function.
    b. Sharing the Personal Store means other Users may see products related to the User's activity, to the extent allowed by the privacy settings the User selects.
    c. The Personal Store provided may include, in particular, products previously purchased, liked, saved, added to the cart or recommended to the User.
    d. The User may change the visibility settings of his Personal Store in the Application. In particular, the User can decide whether his Personal Store is visible to other Users, selected people, followers, or only to him.
    e. Information visible in other Users' Personal Stores is for informational purposes only. OpenApp does not guarantee that a given User still uses, likes, or recommends a particular product.
    f. OpenApp may limit the visibility of certain products or activities if required by law, User safety, privacy settings, or the operation of the Application.
    g. The User may not use the social features of the Application to publish, distribute or promote content that is illegal, offensive, infringes the rights of third parties, is misleading, constitutes unsolicited commercial information or violates good manners.

11. OpenApp Wallet:
    a. The wallet allows you to make Payments.
    b. The Wallet may be used by persons who are at least 13 years of age.
    c. The User may, at any time, top up the Wallet or refund funds to the bank account indicated by him/her using the payment methods available in the Application.
    d. OpenApp Wallet funds can only be topped up from a bank account maintained by an entity authorised to conduct banking activities in the Republic of Poland. Withdrawals from the OpenApp Wallet can be made to a bank account specified by the User that meets this requirement. If the top-up cannot be completed, particularly because it exceeds the User's limit,

the funds will be returned to the account from which the top-up was made and will not be recorded in the OpenApp Wallet.

e. The currency supported by OpenAppdo makingPayment is Polish currency (PLN).
f. When topping up the Wallet via bank transfer, the transfer recipient must be an account user (first and last name must match). If these details do not match, OpenApp reserves the right to return the top-up to the sender.
g. To use the Services, the User must verify his or her identity, as required by law, including provisions on counteracting money laundering and terrorism financing.
h. OpenApp will perform identity verification using a secure identity verification tool, such as mObywatel, or other tools available in the Application. These identity verification tools collect and authenticate the User's personal data, including their name, surname, PESEL number, citizenship, ID document number and series, and its validity. During the identity verification process, the User must also provide information regarding their politically exposed person status.
i. If it is not possible to verify the User's identity or the User does not consent to verification, or if it turns out as a result of verification that further provision of the Services is not possible under the law, OpenApp will refuse to provide the Services, including blocking the possibility of using the Wallet and terminating the Agreement in accordance with what is foreseen in these Regulations, about which OpenApp will notify the User via e-mail.
j. In cases arising from the Regulations or legal provisions (e.g., as a result of bailiff proceedings or court decisions), as well as when it is necessary to ensure the security of the Wallet, OpenApp may block the funds accumulated in the Wallet or refuse to execute the Payment.
k. Additionally, OpenApp may refuse to execute the Payment if it finds, or has significant doubts about, the correctness or authenticity of the submitted Payment Order or the User's identity.
l. OpenApp will inform the User about blocking funds or blocking the Wallet in the Application as soon as possible, unless the law prohibits such notification. If the Wallet is blocked, the User's funds will remain blocked until the reason for the block is clarified.
m. The User has the right to change their individual settings via the App, including their email address used to communicate with OpenApp and their telephone number. Making changes may require additional authentication.
n. Maintaining an OpenApp Wallet is free. OpenApp can download a preview of Tips received by Service on the terms specified in point 16.

12. Group Wallet
    a. Any User over the age of 13 can create a Group Wallet.
    b. The user who creates a Group Wallet becomes its administrator (owner).
    c. Only the Wallet owner can delete a Group Wallet.
    d. Each User of the Group Wallet can use all funds accumulated in it, regardless of which User topped it up.

e. When the owner deletes a Group Wallet, other Users of that Wallet will receive a deletion notification, along with information about the option to download their payment history within the next 48 hours.
f. Maintaining a Group Wallet is free.

13. Children's Wallet
    a. The owner of the Child Wallet is the Legal Guardian of a person under 13 years of age.
    b. The legal guardian is fully responsible for all actions of the person under 13 years of age, including any Payments made, as if they were their own.
    c. The Legal Guardian can set up a Child Wallet and becomes its owner.
    d. Only the owner of a Child Wallet may invite other Users over 13.
    e. Only the owner of the Child Wallet may contact and submit Complaints to OpenApp, and delete the Wallet.
    f. Only a person under 13 years of age may use the Order and Pay Service with a Child Wallet.
    g. Maintaining a Child Wallet is free of charge.

14. "Order and pay" service
    a. The service enables the purchase of products or services and payment of the Bill using a QR Code.
    b. As part of the service, the User may:
        - select and change the delivery method consistent with the offerPartner;
        - request the issuance of an invoice;
        - enter the discount code available at a given Partner;
        - to pass Tip
        - select and change the payment method consistent with the OpenApp offer.
    c. For online store transactions, OpenApp generates a unique, anonymous email address assigned to the User and the Partner, which is used to communicate with the User. OpenApp forwards the Partner's messages to the User without any modification. OpenApp may use messages sent by the Partner to update the order status in the App.
    d. Using the service is free.

    The User and the Partner conclude the agreement for the service or other benefit directly. OpenApp is not a seller of the services offered by Partners, unless otherwise expressly stated in the Application.

15. "Transfer to Application" service
    a. The Service enables the transfer of funds between Users using a Wallet or Group Wallet;
    b. Using the service is free.

16. Tipping Service

  a. The Service enables the User, acting as a Service Provider, to receive voluntary Tips provided by Partners' customers via the Wallet.

  b. If the Partner specifies the OpenApp Service assigned to a given Account, the designated Service representative receives the tip. If the Partner does not provide this information, the recipient of the tip is the Partner. The recipient of the tip is clearly identified to the User before Payment Authorisation. If the Partner disables tip transfers, this feature is not available to the User.

  c. Due to service fees for transferring a Tip to the OpenApp Wallet, the Service Provider charges a commission of 1.5% of the Tip received. We deduct the commission from your Wallet when we receive the Tip.

  d. A properly authorised Tip is not refundable if the person providing the Tip later changes their mind, files a complaint about the Partner's products or services, or receives a full or partial refund of the amount paid to the Partner. This does not exclude refunds arising from mandatory legal provisions.

  e. If the Tip is returned under mandatory legal provisions, OpenApp makes an appropriate adjustment to the commission.

17. Our Users' obligations and security rules:
  a. The Application can be used for as long as, if the User complies with the rules set out in these Regulations and does not act to the detriment of OpenApp, in particular: does not infringe intellectual property, does not attempt to break the security of IT systems, acts in accordance with the law and does not damage the good name of OpenApp.
  b. The User is obliged not to make the Application and the Wallet available to unauthorised persons and to protect his/her credentials,
  c. You may not enter or transmit through the Application or Wallet any content that contains or may contain content of an unlawful nature.
  d. To protect yourself against the above-mentioned threats, we recommend that you use content provided via the Internet carefully and responsibly and use security measures (e.g. complex passwords, updating software, not opening content from unknown sources).
  e. Report any technical problems related to the operation of the Application or the Wallet to the Customer Service Office electronically at the following address: kontakt@open-app.com.
  f. OpenApp may limit access to selected features of the Application, remove certain content, limit the visibility of the Personal Store, block the ability to send invitations or suspend access to social features if the User violates the Terms of Use, legal provisions, the rights of other persons, the security of the Application or good manners.

g. OpenApp may also limit the display of products, content, or activities if their display could mislead other Users, violate third-party rights, or contravene legal provisions.

18. Service Availability
    a. OpenApp may interrupt access to the Services as needed for modernisation work. OpenApp makes every effort to keep the interruptions referred to above as short as possible and as least burdensome for the User.
    b. OpenApp will inform the User in the Application about any interruption in access to the Services provided.

19. Specific security rules for the Wallet
    a. In the event of loss, theft, misappropriation, unauthorised use of or access to the Wallet or loss, theft or misappropriation of a mobile phone with the Application installed, the User should immediately report this fact to:
        - the email address kontakt@open-app.com.
    b. Subject to points c. – g. below, in the event of an unauthorised, non-executed or improperly executed Payment, OpenApp is obliged to immediately, no later than by the end of the business day following the day on which the unauthorised Payment was discovered or after the day of receiving the notification referred to in point a. above, refund the amount of such Payment to the User, except in the case where OpenApp has reasonable and documented grounds to suspect fraud and will inform the competent authorities for prosecution of crimes. OpenApp will refund the amount by crediting the Wallet used in the Payment process.
    c. Until the notification referred to in letter a. above, the User is liable for unauthorised Payments up to the amount equivalent to EUR 50, converted at the average exchange rate announced by the National Bank of Poland, applicable on the date of the Payment, if the unauthorised Payment is the result of using a Payment Instrument or a mobile phone with the Application installed that is lost, stolen or misappropriated, subject to the provisions of letter g. below.
    d. The User is also fully liable for any unauthorised Payments made intentionally or as a result of gross negligence.
    e. From the moment of the notification referred to in point a. above, OpenApp assumes liability for unauthorised Payments, unless the User caused them intentionally. If the notification is not possible for reasons attributable to OpenApp, OpenApp also assumes liability for unauthorised Payments, unless the User caused them intentionally.
    f. If OpenApp does not require strong User authentication, the User is not liable for unauthorised Payments unless the User has acted intentionally.
    g. The provisions of point c) above shall not apply if:
        - The User had no opportunity to discover the loss, theft or misappropriation of the Payment Instrument with the Application installed before making the Payment, unless he acted intentionally;

- the loss of the Payment Instrument with the Application installed before the Payment was made was caused by an act or omission by an OpenApp employee, subcontractor, or associate.

h. In the event of a non-executed or improperly executed Payment, OpenApp shall, at the User's request, take steps to trace the Payment and notify the User of the outcome. OpenApp will make the request and notification in accordance with the principles set out in the "Payment Complaints" section.
i. In the event of fraud or suspected fraud using the App or Wallet, or if security threats arise, OpenApp will immediately, no later than 4 hours after detecting such an event, notify the User of this fact, along with an indication of available measures the User can take to mitigate the negative effects of such an event. OpenApp will notify the User in the App or via email.

20. Relationships between Users and Partners
    a. Users conclude agreements regarding products, services, or other benefits offered by Partners directly with the Partner. OpenApp is not a party to these agreements and is not liable for their non-performance or improper performance by the Partner.
    b. The Partner is responsible, in particular, for the content of its offer, price, availability of products and services, delivery terms, order fulfilment, and the correctness of the invoice. Issuing an invoice and handling complaints regarding a product or service. The Partner is also responsible for the accuracy of the data transferred to OpenApp, including indicating the Service entitled to receive the Tip.
    c. OpenApp is responsible for operating the Application and providing Services on the terms specified in the Regulations.

21. Making Payments via Wallet
    a. To make a Payment by Payment Instrument, the User must have sufficient funds associated with that Payment Instrument.
    b. To make a Payment using a Payment Instrument, the User must Authorise the Payment. Payment execution may require additional strong User authentication, each time if required by law.
    c. Payment Authorisation means your unambiguous consent to execute Payments and debit the relevant Payment Instrument if the Payment is accepted.
    d. Once authorised, OpenApp submits the Payment for processing. The Payment may be accepted or rejected, particularly if the Partner rejects it or a technical or legal impediment occurs. If the Payment is rejected, the funds are not debited from the Payment Instrument. The OpenApp Application makes information about the payment result available to the User. It also passes on information enabling identification of Payments and their amounts, as well as information about unsuccessful payment attempts.

22. Complaints about Payments
    a. The user has the right to:

  - appropriate quality of service provision;
  - providing him with the opportunity to solve problems – filing a Complaint.

b. If the User has any doubts regarding their Payment history, and in particular if they have not accepted a Payment made, they may file a Complaint within 13 months from the date of the Payment or from the date on which the Payment was supposed to be made. After this period, the User's claims against OpenApp for unauthorised, unmade, or improperly made Payments will expire, and the complaint will remain unresolved.
c. The complaint should include at least the following: the user's name and surname, e-mail address, and information about the advertised Payment and the event that occurred. OpenApp reserves the right to request additional information regarding the advertised Payment.
d. The user may submit a complaint in the following form:
  - by phone via the Customer Service Office by calling 661 832 579
  - in writing on paper - by sending a letter to the OpenApp address
  - in writing in electronic form - by sending an e-mail to kontakt@open-app.com or via the contact form on the website [www.open-app.com.](www.open-app.com)

e. OpenApp responds to complaints via email within 15 business days; however, if the matter is particularly complex or its resolution depends on the actions of other external partners, this deadline may be extended to 35 business days, and the User will be informed via email.
f. A User may file a complaint with the Polish Financial Supervision Authority if they believe OpenApp's actions violate the law. After exhausting the complaint procedure, an individual User may also file a complaint with the Financial Ombudsman, including an application for out-of-court dispute resolution. Detailed information is available at https://rf.gov.pl/polubowne/

23. Complaints regarding the operation of the Application

    Complaints regarding the operation of the Application, including the product search function, Recommendations, Shopping Carts, Shared Carts, Personal Store, Social Store, invitations or visibility settings, may be reported by the User in the manner specified in point 22 letters c - d.

    The 13-month period referred to in point 22 lit.b applies only to Complaints related to Payments.OpenApp responds to Complaints regarding the operation of the Application within the time limit specified in applicable law.

24. Product complaints
    Complaints regarding the Partner's products or services, in particular the quality, compliance with the contract, availability, delivery, order fulfilment or the accuracy of the invoice should be directed to the Partner. Objections regarding the indication should also be directed to the Partner Service authorised to receive a Tip.

25. Changes to the provisions of the Regulations
    a. The Regulations may be changed for important reasons, including:
        - introducing new or repealing or amending generally applicable legal provisions in the scope relating to the Payment Instrument or the Services provided,
        - expansion, changes or limiting the functionality of the Services, changing the rules of using the Services by the User, introducing new services, resigning from performing certain activities that are the subject of the Services provided to the User under the Agreement;
        - the need to adapt the Agreement to consumer protection requirements;
        - issuance of court rulings or decisions, recommendations or instructions of the National Bank of Poland, the Polish Financial Supervision Authority or other public administration bodies affecting the provisions of the Agreement or the Regulations.
    b. The User will be notified of any changes to the Regulations no later than two (2) months before the proposed date of entry into force of the change, along with information on the reason for the change, the possibility and deadline for the User to submit a written declaration of termination of the Agreement or to object to the change.
    c. The User will be informed about changes to the Regulations in the Application via a push message and by posting the new content of the Regulations on the User Account, which the User can send to his/her e-mail address.
    d. If, before the proposed date of entry into force of the change, the User:
        - does not terminate the Agreement in writing or does not raise an objection – the change is deemed to have been accepted and is effective from the date the change comes into effect;
        - submits a notice of termination of the Agreement – the Agreement is terminated with effect from the date the User is informed about the change, without any fees;
        - raises an objection to these changes but does not terminate the Agreement – the Agreement expires on the day preceding the date of entry into force of the proposed changes, without incurring any fees.

26. Withdrawal from the Agreement, termination and dissolution of the Agreement
    a. The User has the right to withdraw from the Agreement within 14 (fourteen) days from the date of its conclusion, i.e., from the date of receipt of confirmation of the creation of the User Account, without providing a reason. Appendix 1 to the Regulations provides a template for the declaration of withdrawal from the Agreement. To meet the withdrawal deadline, it is sufficient to send a written declaration of withdrawal from the Agreement by post before the expiry of the indicated deadline (postmark date) or to submit the declaration of withdrawal from the Agreement by email.
    b. Withdrawal from the Agreement referred to above will not be effective for those Payments that have been made.

c. The Agreement may terminate if the User or OpenApp terminates it.
d. The User may terminate the Agreement at any time by deleting the User Account from the Application.OpenApp confirms the deletion of the User Account and termination of the Agreement by e-mail.
e. OpenApp may terminate the Agreement at any time with a 2-month notice period.
f. OpenApp terminates the Agreement in writing or on another durable medium (in particular in electronic form), indicating the reasons for termination.
g. If either party terminates the Agreement, the User must withdraw all funds accumulated in the Wallet to enable OpenApp to close the Wallet.
h. If all funds accumulated in the Wallet are not withdrawn within 48 hours of deletion of the User Account or after the expiry of the notice period referred to in point e. above, or at the latest upon delivery to OpenApp of the declaration of withdrawal from the Agreement referred to in letter a. above, OpenApp will transfer the funds accumulated in the Wallet to a separate, non-interest-bearing, individual technical account. In such a situation, the User should provide OpenApp electronically, by sending a message from the email address provided during registration, or in writing, with their bank account number, to which OpenApp will transfer the remaining funds.

27. Intellectual property rights
   a. All functionalities made available to the User, including the Application and the Wallet, in particular their composition, graphics, logos, content, and layouts, are subject to the exclusive rights of OpenApp.
   b. The Application software used by OpenApp to enable the use of the Application and its updates, together with the source code, are subject to copyright owned by OpenApp.
   c. If such functionality exists within the Application, the User may download the materials provided by OpenApp solely for personal use, without commercial purpose.
   d. Downloading or installing the Application does not grant the User ownership rights to the Application. From the moment the Application is installed or updated, OpenApp grants the User a free, non-exclusive, non-transferable, and territorially unlimited license to use the Application on the User's end device, to the extent necessary to properly use the Application and the functionalities provided within it. OpenApp grants the license solely for the duration of the User's use of the services provided through the Application.
   e. The license granted to the User covers the following fields of use:
      - downloading the Application;
      - downloading updates to the Application;
      - installing the Application on the User's end device;
      - using the Application on the User's end device in accordance with the functionalities of the Application.
   f. The User is prohibited from taking any action that exceeds the scope of the license granted by OpenApp. In particular, the following are prohibited:

- attempting to decompile, disassemble or take any other actions aimed at changing the source code of the Application software, interfering with the content of the source code or introducing any changes to the Application the scope of which would be inconsistent with generally applicable legal provisions;
- using the Application in a manner that violates the content of the Regulations;
- authorising other entities to use the Application;
- renting, selling or copying the Application.

g. Violation of the terms of use of the Application, including the terms of the granted license, may result in blocking the User's access to the Application and termination of the Agreement by OpenApp in accordance with the provisions of the Regulations, which does not exclude the possibility of taking any other legal actions by OpenApp aimed at obtaining legal consequences for violating OpenApp rights.

28. Final provisions
    a. The User should regularly check the correctness of operations and the balance of funds associated with the Payment Instrument in the Application.
    b. In the event of a change in the data required to provide services under the Agreement and required to properly verify the User, including: residential address, e-mail address, name and surname, series and the number of the identity document or in the event of loss of the identity document, the User is obliged to immediately notify OpenApp about these situations, in writing or electronically. In the absence of such notification, information sent to the previous address and containing the previous data shall be deemed to have been effectively provided.
    c. During the term of the Agreement, the User has the right to request access to the provisions of the Agreement and the information specified in Article 27 of the Payment Services Act at any time, in paper form or on a durable medium. With the User's consent, OpenApp may provide this information by email or post it on its website.
    d. During the term of the Agreement, OpenApp will, at any time upon the User's request, provide him/her by e-mail with information regarding the Payment Instrument and the Payments made.
    e. Polish law applies to contractual relations between the User and OpenApp.
    f. Any disputes arising from the concluded Agreement will be resolved by the competent court in accordance with applicable law.
    g. The contract is concluded in Polish. The primary language used in providing services under the Agreement, including contact between the User and OpenApp, is Polish.

Attachments:
- Appendix No. 1 – Declaration of withdrawal from the Agreement.

Appendix No. 1
Template of the declaration of withdrawal from the Agreement concluded at a distance pursuant to the OpenApp Pay Application Regulations

....
place, date

Customer's name and surname: ....
Customer address: ....
Telephone number/email address: ....

Name and registered office: OpenApp Pay sp. z o.o. with its registered office in Warsaw, ul. Grzybowska 62, 00-844 Warsaw

This declaration should be sent by registered mail to the following address: OpenApp Pay sp. z o.o. with its registered office in Warsaw, ul. Grzybowska 62, 00-844 Warsaw

STATEMENT
on withdrawal from the Contract concluded at a distance
based on the OpenApp Pay Application Regulations

I, the undersigned .... hereby inform you of my withdrawal from the Agreement for the provision of services, including the Payment Instrument, concluded in electronic form (remotely) on ………, concluded on the basis of the OpenApp Pay Application Regulations.

I declare that I am a consumer within the meaning of Article $22^1$of the Civil Code and I concluded an agreement with OpenApp Pay sp. z o.o. for purposes not directly related to business or professional activity.

……….…..
Signature of the person making the declaration