OpenApp Pay Payment Terms and Conditions

valid from 16/09/2026

1. Introduction
   After reading these Regulations, you will know:
   - what the User can expect from OpenApp,
   - how problems and disputes will be resolved.

   The Regulations describe the rules for using the OpenApp Pay service, which enables payment of the Bill Amount to the Partner after scanning the QR Code, without installing the OpenApp Application.

2. Service provider
   The entity providing the Service 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 service providers and electronic money issuers maintained by the Polish Financial Supervision Authority under number IP65/2026. The Polish Financial Supervision Authority supervises OpenApp's payment services activities.

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

Partner	entrepreneur offering goods to the User, services, digital content or other services for which payment can be made via the Website
App	OpenApp mobile application, installed on a mobile phone, in which the Service has a User Account.
Authorization	User's consent to make the Payment granted in accordance with the rules of the selected Payment Method
BOK	customer service office
Service	a person designated by the Partner to OpenApp as the Tip Recipient, who has a User Account in the Application.
QR Code	graphic code that, when scanned, allows you to open the Website
User Account	an individual account in the OpenApp Application, created and maintained in accordance with the principles set out in the OpenApp Pay Regulations regarding the OpenApp Application
Tip Amount	Tip amount selected by the User and displayed on the Website before Authorisation
Bill Amount	the total amount due from the User to the Partner resulting from the Account, excluding the Tip Amount
Payment Method	method made available to the User on the Website, in particular BLIK or card payment using Apple Pay or GPay.

Tip	a voluntary amount chosen by the User, transferred to the indicated person from the Service or Partner
Tip Recipient	Service or Partner whose data is visible on the Website before Authorisation.
Payment	an operation performed within the Website, including a payment transaction for the Bill Amount and, if the User has selected Tip, a separate payment transaction for the Tip Amount.
AfterPayment Theorem	a PDF document made available to the User for download after the Payment is completed, containing information regarding the Payment, including its status.
Bill	information about the User's receivables from the Partner, including goods, services, digital content or other benefits and their prices, provided to OpenApp by the Partner's system.
Statute	these regulations.
Complaint	a report sent to OpenApp regarding Inservants and the operation of the Website or Payments
Service	OpenApp Pay online service opened after scanning the QR Code, which allows you to check the Account, select a Tip and make a Payment.
Agreement	a one-time Service provision agreement concluded between OpenApp and the User under the terms and conditions set out in the Terms and Conditions and in accordance with the information displayed on the Website prior to Authorisation. The Agreement is concluded upon Authorisation.
User	a natural person using the Website, authorised to use the selected Payment Method and to conclude the Agreement in accordance with applicable law
Service	a one-time payment service provided by OpenApp to the User in accordance with the Regulations.
Payment Order	User's statement directed to OpenApp containing a command to execute one or more payment transactions constitutingPaymentć.

4. Service
    a. The service enables payment for the Bill Amount using the QR Code available at the Partner's premises.
    b. Within the framework of Inservants, the User may:
        - check the displayed details: Partner, Bill, Tip Recipient and Bill Amount
        - choose and change Tip Amount;
        - request the issuance of an invoice;
        - to choose one of the methods available on the Website.
    c. Using the service is free.

    The agreement for goods, services, digital content, or other benefits covered by the Account is concluded directly between the User and the Partner. OpenApp does not provide these benefits.

5. Tip

a. Tipping is voluntary.
b. The recipient of the Tip may be:
    i. A person from the Service whose data was transferred by the Partner to OpenApp and is a user of the OpenApp Application
    ii. Partner, if no Service data is transferred to OpenApp
c. Once Authorisation has been made, the Tip Recipient cannot be changed.
d. A properly authorised Tip is not refundable, in particular in the event of a subsequent change of mind by the User, dissatisfaction with service, a complaint regarding the Partner's products or services, or a full or partial refund of the Bill Amount. This provision does not exclude the obligation to refund funds in cases arising from mandatory provisions of law, in particular in the event of an unauthorised, non-executed, or improperly executed payment transaction.

6. Our Users' obligations and security rules:
    a. Using Services is possible as long as the User complies with the rules set out in these Regulations and does not act to the detriment of OpenApp, in particular: does not attempt to breach the security of IT systems, acts in accordance with the law.
    b. Before authorising, the User should verify the Partner's details displayed on the Website, including the Bill items, Bill Amount, total amount payable, and, if Tip is selected, the Tip Amount and Tip Recipient. If the details displayed are incorrect or questionable, the User should refrain from authorising and contact the Partner's support team to clarify or correct the Bill.
    c. The user undertakes to:
        i. using the Payment Method that the User is authorised to use;
        ii. not sharing the BLIK code, card details and authentication data.
    d. Unauthorised, non-executed or improperly executed payment transactions should be reported immediately to the Customer Service Office in electronic form at the following address:kontakt@open-app.com
    e. Report any technical problems related to the operation of the Website to the Customer Service Office electronically at the following address: kontakt@open-app.com.

7. Service Availability
    a. OpenApp reserves the right to interrupt access to the Service as necessary to carry out modernisation work. OpenApp makes every effort to keep the interruptions referred to above as short as possible and to cause the least inconvenience to the User.
    b. If the User cannot use the Website, the User should agree on another payment method with the Partner.

8. Relationships between Users and Partners

a. Agreements between the User and the Partner are separate from the Agreement concluded with OpenApp.
b. OpenApp is not a party to such agreements and is not liable for non-performance or improper performance thereof by Partners.
c. The Partner is responsible in particular for the correctness of assigning the QR Code to the correct table, order or bill, correctness and timeliness of data transferred to OpenApp by the system, Partner's details, including the Account and Tip Recipient details, as well as description and priceę covered goods, services or other benefits, performance of the contract concluded with the User, issuing and forwarding an invoice and consideration of complaints regarding these benefits.
d. OpenApp cannot independently change or close the Account in the Partner's system.
e. OpenApp is responsible for operating the Services.

9. Payment Processing:
    a. Before Authorisation, the User is shown at least the Partner, Bill Amount, and, if the User selects Tip, the Tip Amount and Tip Recipient, as well as the total amount to be paid.
    b. If the User selects Tip, the Payment consists of two separate payment transactions: one for the Bill Amount and one for the Tip Amount.
    c. To make a Payment, the User must have sufficient funds to cover all payment transactions comprising the Payment and meet the requirements appropriate for the selected Payment Method.
    d. To make a Payment, the User must authorise the Payment Method in accordance with the rules of the selected Payment Method. Authorisation may require strong User authentication.
    e. By authorising, the User consents to the execution of payment transactions for the amounts and recipients displayed on the Website immediately prior to the Authorisation. If the User has selected Tip, the Authorisation covers both the Bill Amount transaction and the Tip Amount transaction.
    f. The Agreement is concluded upon Authorisation. OpenApp deems the Payment Order received upon receipt of information about a successful Authorisation.
    g. Payment is made immediately after authorisation. Payment status can be:
        i. "Accepted" - if all payment transactions constituting the Payment have been correctly executed;
        ii. "Rejected" - if the Payment was not made.
    h. If a Payment is declined, the Bill Amount will not be paid, and the User may return to the Website and attempt to pay again. OpenApp does not automatically retry Payments.
    i. OpenApp may refuse to execute the Payment in particular if:
        i. Authorisation was not performed correctly;
        ii. there is reasonable suspicion of fraud, breach of security or unauthorised use of the Payment Method;

iii. the execution of the Payment would be contrary to the law, including anti-money laundering or sanctions provisions;
iv. Payment cannot be made for technical reasons.

j. If OpenApp refuses the Payment, it informs the User of the refusal and, if possible and legally permissible, also the reason and how to correct the errors that caused it.
k. Once the Payment has been assigned one of the final statuses indicated in point g, OpenApp displays the Payment Summary to the User and allows the User to download it. The Payment Confirmation contains the final Payment Status and can be downloaded until the summary screen is closed. After closing the Summary Screen, the User may request a Payment Confirmation from Customer Service.
l. After receiving a Payment Order, the User may not revoke it, except where mandatory provisions of law grant the right to revoke or refund funds.

10. Refund of the Bill Amount
    a. The Partner decides whether to refund all or part of the Bill Amount.
    b. OpenApp shall order the refund of the Invoice Amount no later than 14 business days after receiving the Partner's correct instruction, or as required by law.
    c. OpenApp will refund the Bill Amount using the Payment Method the User used to make the Payment, unless this is impossible for technical or legal reasons.

11. Complaints about Payments
    a. Users may file a Complaint regarding the Service or Payment.
    b. The user should notify OpenApp immediately of an unauthorised, non-executed, or improperly executed payment transaction, no later than 13 months from the date the account is debited or the day the transaction was to be executed. If this deadline expires, the User's claims regarding that transaction may expire, in accordance with applicable legal provisions.
    c. The complaint should contain at least the following information: User data enabling the provision of a response, Payment ID, date and amount, and event description. OpenApp reserves the right to request additional information regarding the advertised Payment.
    d. The user may submit a complaint:
        - in writing on paper - by sending a letter to the address of the OpenApp company: ul. Grzybowska 62, 00-844 Warsaw or in person at the OpenApp office
        - orally via the Customer Service Office by calling 661 832 579
        - in writing electronically – by sending an e-mail to kontakt@open-app.com or to the OpenApp electronic delivery address entered in the electronic address database or via the contact form on the website [www.open-app.com.](www.open-app.com)
    e. OpenApp gives answersthatRcomplaintęwithin 15 working days. the date of its receipt. In particularly complex cases that prevent a response within this

timeframe, OpenApp will inform the User of the reason for the delay, the circumstances that need to be determined, and the expected response date, which will not be longer than 35 business days from the date of receipt of the Complaint.

i. For electronic complaints, the response is provided in electronic form, unless the customer requests a paper version;
ii. For paper complaints, the response is provided in paper form, unless the customer requests an electronic version;
iii. For oral complaints, the response is provided in paper or electronic form, according to the customer's request.

f. A user who is a natural person may request the Financial Ombudsman to consider the matter, in accordance with the principles set out on the website www.rf.gov.pl. A user who is a consumer may also seek assistance from the appropriate municipal or district consumer ombudsman.

12. Complaints about the Partner
Complaints regarding goods, services, digital content or other benefits of the Partner, in particular their quality, compliance with the contract, the correctness of execution, as well as the content of the Bill, its validity and the assignment of the QR Code to the correct table, order or Bill, should be directed to the Partner.

13. Statute
    a. The Regulations are made available to the User before Authorisation via an active link in a format that enables download and saving.
    b. The condition for Authorisation is the User's confirmation that he has read the Regulations and accepts their content.
    c. The version of the Terms and Conditions available to the User before Authorisation applies to the Agreement and Payments. Any subsequent amendment to the Terms and Conditions does not affect previously authorised Agreements.
    d. The current and previous versions of the Terms and Conditions, along with their effective dates, are available on the OpenApp website.

14. Conclusion of the Agreement and withdrawal
    a. The contract is concluded upon Authorisation.
    b. Until the User completes Authorisation, the User may refrain from making the Payment.
    c. The User requests that the Service begin immediately after Authorisation. The right to withdraw from the Agreement does not apply after the Service has been fully completed at the User's request.

15. Intellectual property rights
Intellectual property rights. The rights to these elements belong to OpenApp or appropriate third parties. Using the Service does not transfer any rights to these elements to the User. The User may use the Service only to the extent necessary to use the Service.

16. Final provisions
    a. At the User's request, OpenApp makes available information about the Payments made, including confirmation of Payment, to the e-mail address provided by the User.
    b. Polish law applies to contractual relations between the User and OpenApp.
    c. Any disputes arising from the Agreement will be resolved by the competent court in accordance with applicable law.
    d. 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.