

OpenApp Pay Website Terms and Conditions

valid from 16/09/2026

1. General information

- a. These Regulations set out the rules for using the OpenApp Pay website at www.open-app.com, including the rules for using the contact form provided there.
- b. The website is for informational purposes only. OpenApp Pay uses it to present information about its business, brand, products, and services.
- c. The contact form allows you to:
 - i. Submitting questions, opinions and comments regarding OpenApp Pay;
 - ii. report problems regarding the operation of the Website;
 - iii. submitting complaints regarding the Website, the OpenApp Application, the OpenApp Service and payment services provided by OpenApp Pay.
- d. These Terms and Conditions do not define the rules for using the OpenApp Application, OpenApp Service, or payment services. Separate terms and conditions set out the rules for providing these services, including complaint procedures, and are made available to users before they begin using the service.
- e. The Regulations are available on the Website in a form enabling you to become familiar with their content.

2. Service provider

- a. The entity operating the Website and providing the services described in the Regulations is:

OpenApp Pay Sp. z o.o. with its registered office in Warsaw, Grzybowska 62 Street, 00-844 Warsaw, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under the KRS number 0000842899, Tax Identification Number (NIP) 9512501827, National Business Registry Number (REGON) 386124823, with the share capital of PLN 2 000 000, hereinafter referred to as "OpenApp".
- b. OpenApp is a national payment institution entered into the register of payment service providers and electronic money issuers, maintained by the Polish Financial Supervision Authority, under number IP65/2026.
- c. The Polish Financial Supervision Authority supervises OpenApp's payment services activities.
- d. You can contact OpenApp:
 - i. by e-mail at: kontakt@open-app.com;
 - ii. by phone: 661 832 579;

- iii. in writing to the following address: OpenApp Pay Sp. z o.o., ul. Grzybowska 62, 00-844 Warsaw;
- iv. via the contact form available on the Website.

3. Definitions

The terms used in the Regulations mean:

OpenApp application– the OpenApp mobile application, the principles of operation and use of which are specified in separate regulations;

Contact form– a form available on the Website enabling the sending of a message or submission of a complaint;

Privacy Policy – a document describing the principles of processing personal data of persons using the Website, including persons using the Contact Form;

Statute– these OpenApp Pay Website Terms and Conditions;

OpenApp service– the OpenApp website enabling the use of certain OpenApp services without the need to install the OpenApp Application, the principles of operation and use of which are specified in separate regulations;

Website– website available at www.open-app.com;

Services– services provided electronically by OpenApp via the Website, described in point 4 of the Regulations;

User– any person using the Website or Contact Form.

4. Scope and principles of providing Services

- a. OpenApp provides the following Services free of charge via the Website:
 - i. sharing content and information about OpenApp, its activities, products and services;
 - ii. sharing the Contact Form.
- b. Information regarding products and services presented on the Website is for informational purposes only and does not constitute an offer within the meaning of the Civil Code, unless specific information clearly states otherwise.

- c. The agreement for the provision of the Service consisting in providing content is concluded when the User opens the Website and terminates when he/she leaves the Website.
- d. The agreement for the provision of the Service consisting in providing the Contact Form is concluded upon commencement of use of the Contact Form and is terminated:
 - i. when you decide not to send the form; or
 - ii. after you submit the application and OpenApp has completed processing it.
- e. The User may terminate the use of the Website at any time and refrain from sending the Contact Form.
- f. Using the Website does not require creating an account or installing the OpenApp Application.
- g. The use of individual products or services presented on the Website may be subject to separate terms and conditions. In such cases, the User will be informed of the applicable terms and conditions before using the service.

5. Technical requirements

- a. To use the Website, you must have:
 - i. a device with Internet access;
 - ii. an up-to-date web browser that supports HTML5;
 - iii. JavaScript enabled if it is required for the operation of a specific element of the Website or Contact Form.
- b. To receive a response by email, you must have an active email address.
- c. OpenApp strives to ensure that the Website is continuously available and functions properly. However, access to the Website may be temporarily limited, in particular due to technical or maintenance work, failures, security threats, or circumstances beyond OpenApp's control.
- d. The User should use up-to-date software and appropriate security measures on the device through which he or she accesses the Website.

6. Terms of Use of the Website

- a. The User must use the Website in accordance with the law, good practices, and the provisions of the Regulations.
- b. The user may not:
 - i. provide illegal content via the Website;
 - ii. infringe the rights of third parties, including their personal rights, intellectual property rights or personal data protection rights;
 - iii. attempt to gain unauthorised access to the Website, OpenApp's IT systems or other persons' data;

- iv. disrupt the operation of the Website, in particular by transmitting malware, automated queries or content that may disrupt the operation of IT systems;
 - v. use the Contact Form to send unsolicited commercial information or content unrelated to its purpose.
- c. The User using the Contact Form should provide true and non-misleading information.
- d. The user should not provide third-party personal data unless authorised to do so, or it is necessary to describe the reported matter.
- e. OpenApp may apply appropriate technical or organisational measures if the Website is used in a manner that violates the law, the Terms of Service, or the Website's security. These measures may include, in particular, blocking spam messages, messages containing malware, or automated attempts to disrupt the Website's operation.

7. Contact form

- a. In order to submit a notification via the Contact Form, the User should:
 - i. provide the data marked as mandatory in the form;
 - ii. indicate the category or subject of the report, if the Contact Form provides such a possibility;
 - iii. describe the case in a way that allows it to be considered;
 - iv. send the form using the appropriate button.
- b. Providing a telephone number is voluntary unless it is necessary to process a specific request, and the User will be clearly informed.
- c. If the notification does not contain the information needed to respond or consider the matter, OpenApp may ask the User to provide it.
- d. After successfully submitting the application, the User will receive confirmation of its acceptance displayed on the Website or sent to the provided e-mail address.
- e. OpenApp may forward the report to the appropriate team or person responsible for handling the matter to which the report relates.
- f. Submitting the Contact Form does not constitute a contract regarding a product or service presented on the Website, unless otherwise stated in the information provided to the User before submitting the form.

8. Complaints

- a. The User may submit a complaint regarding the operation of the Website or the Contact Form:
 - i. in paper form – by post to the OpenApp address or in person at the OpenApp office;

- ii. orally – by phone at 661 832 579 or for the record at the OpenApp headquarters;
 - iii. in electronic form – via the Contact Form, by e-mail to kontakt@open-app.com or to the OpenApp electronic delivery address entered in the electronic address database.
- b. A complaint regarding the Website or Contact Form should include:
 - i. data enabling a response;
 - ii. description of the problem or objection;
 - iii. specifying the expected method of resolving the matter, if the User has such an expectation.
- c. OpenApp will consider any complaint regarding the Website or Contact Form without undue delay, and no later than 14 days after receipt.
- d. If reviewing a complaint requires additional information, OpenApp may request it from the User. Whenever possible, OpenApp will review a complaint even if it does not contain all the information specified in point 8(b).
- e. The contact form can also be used to submit complaints regarding:
 - i. OpenApp applications;
 - ii. OpenApp Service;
 - iii. payment services provided by OpenApp.
- f. Complaints referred to in point 8(e) will be processed under the terms and within the time limits specified in the regulations applicable to the service to which the complaint relates, and in accordance with applicable law. The 14-day period referred to in point (c) does not apply.
- g. A complaint regarding a payment service should include, in particular, data enabling a response, information identifying the payment and a description of the reported event.
- h. Complaints regarding goods, services, digital content, or other services offered by OpenApp partners, in particular their quality, compliance with the contract, availability, delivery, order fulfilment, invoice content, or invoicing, should be directed directly to the relevant partner. If the complaint indicates that the matter concerns a partner, OpenApp may inform the User to direct the complaint to the appropriate entity or, if there is a reasonable basis for doing so, forward the complaint to that entity.
- i. The response to a complaint regarding the Website or Contact Form is forwarded to:
 - i. in electronic form – if the complaint was submitted electronically, unless the User requests a response in paper form;
 - ii. in paper form – if the complaint was submitted in paper form, unless the User requests a response in electronic form;

- iii. in the form chosen by the User – if the complaint was submitted orally.
- j. The method of responding to complaints regarding payment services is specified in the regulations applicable to a given service and applicable law.
- k. A user who is a natural person, after exhausting the complaint procedure regarding the services provided by OpenApp as a financial market entity, may contact the Financial Ombudsman under the terms specified on the website www.rf.gov.pl.
- l. A user who is a consumer may also seek assistance from the appropriate municipal or district consumer ombudsman.

9. Personal data

- a. The controller of Users' personal data provided in connection with the use of the Website or Contact Form is OpenApp Pay Sp. z o.o.
- b. Users' personal data are processed in particular for the following purposes:
 - i. ensuring the operation of the Website;
 - ii. handling messages sent via the Contact Form;
 - iii. consideration of complaints;
 - iv. ensuring the security of the Website and protection against abuse;
 - v. establishing, investigating or defending against claims.
- c. Detailed information on the processing of personal data, including the legal basis for processing, data storage periods, data recipients and the rights of data subjects, is described in the Privacy Policy available on the website <https://open-app.com/>
- d. Information on the use of cookies or similar technologies on the Website is also available in the Privacy Policy.

10. Intellectual property rights

- a. OpenApp or entities that have granted OpenApp the right to use them own the rights to the Website and the content posted therein, in particular texts, graphics, photos, audiovisual materials, markings, and visual identification elements.
- b. The User may use the content available on the Website to the extent permitted by the Website's informational nature and applicable law.
- c. Use of the Website does not transfer any intellectual property rights to the User.

- d. Copying, distributing, making publicly available or otherwise using the content available on the Website beyond the scope permitted by law requires the prior consent of the authorised entity.

11. Changes to the Regulations

- a. OpenApp may change the Regulations for important reasons, in particular in the event of:
 - i. changes in legal provisions or their binding interpretation;
 - ii. changes to the scope or method of providing the Services;
 - iii. adding new functionalities to the Website;
 - iv. the need to ensure the security of the Website or to prevent abuse;
 - v. changes to OpenApp identification or contact information.
- b. The amended Regulations will be published on the Website, together with information about the date they enter into force.
- c. Changes to the Regulations do not violate the rights acquired by Users before the date the changes enter into force.
- d. For a notification sent before the entry into force of the amendment to the Regulations, the provisions in force at the time of its submission shall apply, unless the application of the amended provisions is more favourable to the User and the User consents thereto.

12. Final provisions

- a. The Regulations are effective from the date indicated at the beginning.
- b. Polish law applies to services provided under these Terms and Conditions. This provision does not deprive the consumer of the protection afforded to them by the mandatory provisions of the law applicable to their place of habitual residence.
- c. Disputes related to the use of the Website will be resolved by the competent common court in accordance with applicable law.
- d. In matters not regulated in the Regulations, applicable legal provisions shall apply, in particular the provisions of the Civil Code and the Act on the provision of electronic services.