OpenApp Pay Terms and Conditions

valid from 10/08/2026

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 does the user of the Application have?

   The Regulations also 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 are not payment services. They are additional Application features that support shopping with Partners.

   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 institution supervising OpenApp's activities in the provision of Payments is the Polish Financial Supervision Authority.

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 be the recipient of funds transferred as part of a Payment.
App	OpenApp mobile application, installed on a mobile phone, enabling purchases and 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)
BOOK	customer service office
Payment Instrument	rules defined by OpenApp used by the User within the Application to make Payments. The Payment Instruments are: OpenApp Wallet, Children's Wallet, and Group Wallet
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.
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, 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 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
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;
        - providing the name and surname or username that will be visible in the Application to other Application Users
        - confirmation of the User's age;
        - the User's declaration of having read and accepted the Regulations and the OpenApp Pay Privacy Policy
        - the User submitting a declaration of having read and accepted the Regulations and the Privacy Policy of Quicko (a licensed National Payment Institution handling Wallet top-ups).
    c. For persons under 18 years of age, activation of the User Account also requires the consent of the Legal Guardian to conclude the Agreement (by scanning the QR code displayed during the User Account activation process).
    d. For individuals under the age of 13, the OpenApp Agreement is entered into directly by the Legal Guardian, who 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 Centre.
    f. The Agreement is concluded, and the Wallet is issued when the User receives confirmation in the OpenApp Application of the creation of the User Account.
    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. Information about current limits is available in the App. If a Wallet is topped up with an amount that

exceeds the limit, OpenApp may refund the excess amount to your bank account using the method used to top up the Wallet.

h. Monetary settlements related to business activities cannot be made via the User Account.
i. Creating and using an OpenApp User Account is 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 used by OpenApp.
    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 used by OpenApp.
    d. OpenApp Product Content is for informational purposes only. OpenApp strives to ensure it is current and accurate, but the final sales offer, product availability, price, delivery terms, and order fulfilment are at the Partner's discretion.

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 App, and the User may change them before placing an 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 include the User's previous purchases, purchase frequency, products added to the cart, liked or saved products, the User's activity in the App, and the availability of products from Partners. Users can influence recommendations, in particular, by adding or

removing products from the cart, marking products as liked or disliked, changing the settings available in the App, 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. A shopping cart can be created by the User or proposed by OpenApp as a recommended cart.
    c. Before placing an order, the User may change the contents of the basket, in particular add or remove products or change 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 allows multiple people to prepare a shopping cart together, for example, for a family, household, or other group.
    b. Invited Users may modify the shopping cart only within the scope of their assigned permissions. In particular, they may add products, remove products, or change their quantity, if such permissions 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 only. It is not a store operated by the User in the legal sense, nor does it imply 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 such a function is available in the Application.
    b. Sharing the Personal Store means that other Users may see products related to the User's activity, to the extent resulting from the privacy settings selected by the User.
    c. The Personal Store provided may include, in particular, products previously purchased, liked, saved, added to the cart or recommended to the User.
    d. Users can change the visibility settings of their Personal Store in the App. In particular, they can decide whether their Personal Store is visible to other Users, to selected people, to their followers, or only to themselves.
    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 can be topped up and funds can be returned from a bank account maintained by banks authorised by the Polish Financial Supervision Authority (all retail banks operating in Poland).
    e. The currency supported by OpenApp for Payments is the 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). In the event of a discrepancy between these details, OpenApp reserves the right to return the top-up to the sender.
    g. In order to use the Services, the User is obliged to verify his or her identity, a requirement to which OpenApp is also subject under the law, including provisions on counteracting money laundering and terrorism financing.
    h. Identity verification will be performed 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 the manner provided for in these Regulations, of 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 in the event that 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 has the right to refuse to execute the Payment if it finds, or has significant doubts regarding, the correctness or authenticity of the submitted Payment Order or the identity of the User.
l. OpenApp will notify the User of any funds or Wallet blocking in the App as soon as possible, unless such notification is prohibited by law. In the event of a Wallet block, the User's funds will also remain blocked until the reason for the blocking 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 of charge.

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 notification of deletion along with information about the possibility of downloading their payment history within the next 48 hours.
    f. Maintaining a Group Wallet is free of charge.

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 his or her own.
    c. A Child Wallet can be set up by the Legal Guardian, who becomes its owner.
    d. Only the owner of a Child Wallet may invite other Users over the age of 13.
    e. Only the owner of the Child Wallet is authorised to contact OpenApp and submit Complaints, as well as to delete the Wallet.

f. The only User authorised to use the Order and Pay Service with a Child Wallet is a person under 13 years of age.
j. Maintaining a Child Wallet is free of charge.

14. "Order and pay" service
    a. The service enables the purchase of products or services using the QR Code located in the online store.
    b. As part of the service, the User may:
        - select and change the delivery method consistent with the store's offer;
        - request the issuance of an invoice;
        - enter the discount code available in a given store;
        - 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 product or service sales agreement is concluded directly between the User and the Partner. OpenApp is not the seller of products 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. Our Users' obligations and security rules:
    a. The use of the Application 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 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. The User may not enter or transmit through the Application or Wallet any content that contains or may contain illegal content.
    d. To protect yourself against the above-mentioned threats, it is recommended to use content provided via the Internet carefully and responsibly and to apply security measures (e.g., using complex passwords, updating software, and not opening content of unknown origin).

e. Any technical problems related to the operation of the Application or the Wallet should be reported to the Customer Service Office in electronic form 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 parties' rights, or be contrary to legal provisions.

17. Service Availability
  a. OpenApp reserves the right to interrupt access to the Services as necessary to carry out modernisation work. OpenApp makes every effort to ensure that the interruptions referred to above are as short as possible and cause the User as little inconvenience as possible.
  b. OpenApp will inform the User in the Application of any interruption in access to the Services.

18. 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:
     - to the email address kontakt@open-app.com.
  b. Subject to points c. – g. below, in the event of an unauthorized, non-executed, or improperly executed Payment, OpenApp is obligated to immediately, no later than the end of the business day following the date on which the unauthorized Payment was discovered or the date of receipt of the report referred to in point a. above, refund the amount of such Payment to the User, except where OpenApp has reasonable and documented grounds to suspect fraud and informs the relevant law enforcement authorities. The refund is made by crediting the Wallet or card used in the Payment process.
  c. Until the notification referred to in letter a. above, the User is liable for unauthorized 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 unauthorized 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 due to 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 of OpenApp.
h. In the event of a missed or improperly made Payment, OpenApp will, at the User's request, investigate the Payment and notify the User of the outcome. The request and notification will be made in accordance with the terms set forth 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. Notification will be made in the App or via email.

19. Relationships between Users and Partners
    a. The terms of cooperation between Users and Partners who are online stores are governed by separate agreements concluded when using the "I order and pay" service, with the User declaring that they have read and accepted the online store's regulations and privacy policy.
    OpenApp is not a party to such agreements and is not liable for non-performance or improper performance of such agreements by Partners (online stores)
    b. The Partner is responsible, in particular, for the content of its offer, price, product availability, delivery terms, order fulfilment, product compliance with the contract, and the handling of complaints regarding the product or service.
    c. OpenApp is responsible for the operation of the Application and services provided by OpenApp under the terms described in the Regulations.

20. Making Payments via Wallet
    a. The condition for the User to make a Payment with a Payment Instrument is that the User has sufficient funds associated with that Payment Instrument.
    b. To make a Payment using a Payment Instrument, the User must Authorise Payments. Payment execution may require additional strong User authentication each time if required by law.
    c. Payment Authorisation constitutes your explicit consent to the settlement of the Payment and its costs. Payments made in the manner indicated above

are irrevocable and irreversible from the moment OpenApp receives the Authorisation notification.

d. The payment will be made no later than the end of the next business day after OpenApp receives a valid Payment Order for a given Payment.
e. After making a Payment, OpenApp will provide the User by email, SMS or push messages with information enabling the identification of the Payment and its amount, as well as information about the Payment attempts made or unsuccessfully made, in order to enable the User to detect cases of unauthorised Payments.

21. 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 concerns regarding their Payment history, particularly if they have not accepted a Payment, they may submit a Complaint within 13 months of the date the Payment was made or the date 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 not be considered.
    c. A complaint should include at least the following information: the User's name, phone number, and email address; the Payment in question; and the incident that occurred. OpenApp reserves the right to request additional information regarding the Payment in question.
    d. The user may submit a complaint in the following form:
        - Orally (by phone) via the Customer Service Office by calling 661 832 579
        - In writing in electronic form - by sending an e-mail to kontakt@open-app.com or via the contact form on the websitewww.open-app.com.
    e. OpenApp responds to complaints by e-mail within 15 days, with the proviso that if the matter proves to be particularly complex or its resolution depends on the actions of other external partners, this deadline may be extended to 35 days, and the User will be informed of this by e-mail.
    f. More information on out-of-court complaint and dispute resolution procedures available to the User and the relevant authorities and entities can be found here: [….]

22. 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 submitted by the User to OpenApp under the terms described in this section.

The 13-month period referred to in point 21(b) applies only to Complaints related to Payments. Complaints regarding the operation of the Application, including product search functions, Recommendations, Shopping Carts, Shared Carts, Personal Store, Social Store, invitations, or visibility settings, may be submitted to OpenApp by the User in accordance with the terms described in this point.

23. Product complaints
    Complaints regarding products, their quality, compliance with the contract, availability, delivery or order fulfilment should be directed to the Partner with whom the User concluded a sales contract.

24. 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,
        - extension, change or limitation of the functionality of the Services, changes to the rules of use of the Services by the User, introduction of new services, resignation 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 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.

25. 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. A template for the declaration of withdrawal from the Agreement is provided as Appendix 1 to the Regulations. To meet the notice period, 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 by email.
    b. Withdrawal from the Agreement referred to above will not be effective with respect to those Payments that have been made.
    c. Termination of the Agreement may occur upon notice by the User or OpenApp.
    d. The User has the right to terminate the Agreement at any time by deleting the User Account in the Application. OpenApp will confirm the deletion of the User Account and termination of the Agreement via email.
    e. OpenApp may terminate the Agreement at any time upon 2 months' notice.
    f. OpenApp terminates the Agreement in writing or on another durable medium (in particular in electronic form) indicating the reasons for termination.
    g. In the event of termination of the Agreement by either party, the User is obliged to withdraw all funds accumulated in the Wallet in order to enable OpenApp to close the Wallet.
    h. If all funds accumulated in the Wallet are not withdrawn within 48 hours after deletion of the User Account or after the expiry of the notice period referred to in point e. above, or no later than upon delivery of the notice of withdrawal from the Agreement to OpenApp, referred to in point 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 with their bank account number electronically, by sending a message from the email address provided during registration or in writing, to which OpenApp will transfer the remaining funds.

26. 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 materials provided by OpenApp only for personal, non-commercial use.
    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 its functionalities. The license is granted by OpenApp solely for the duration of the 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 license granted, 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 OpenApp taking any other legal actions aimed at drawing legal consequences against the User for violating OpenApp's rights.

27. 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, email address, first and last name, series and number of an identity document, or in the event of loss of an identity document, the User is obligated to immediately notify OpenApp of these changes in writing or electronically. In the absence of such notification, information sent to the previous address and containing the previous data will be deemed effective.
    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, this information may be provided by email or posted on the website.
    d. During the term of the Agreement, OpenApp will, at any time upon the User's request, provide the User with information regarding the Payment Instrument and the Payments made by e-mail.

e. The law applicable to contractual relations between the User and OpenApp is Polish law.
f. Any disputes arising from the Agreement will be resolved by a court of competent jurisdiction over OpenApp.
g. The Agreement is concluded in Polish. The primary language used in the provision of 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 about 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 221 of the Civil Code, and I have concluded an agreement with OpenApp Pay sp. z o.o. for purposes not directly related to business or professional activity.

………..…...
signature of the Client submitting the declaration