

TERMS AND CONDITIONS FOR THE USE OF THE GOPAY SYSTEM – APPLICATION

§1

General Provisions

1. These Terms and Conditions (hereinafter: the **Terms and Conditions**) define the rules and conditions for the use of the GoPay system – application, owned by GoPay Sp. z o.o., with its registered office at ul. Promienna 10, 03-672 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under number KRS 0000525339, NIP: 5272717938, REGON: 147355255, and constitute the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services.
2. Use of the GoPay application constitutes acceptance of these Terms and Conditions.

§1

Definitions

1. **GoPay Sp. z o.o.** – (hereinafter: **GoPay**) GoPay limited liability company, with its registered office in Warsaw at ul. Promienna 10, entered into the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000525339, NIP: 5272717938, REGON: 147335255, which is the owner of the GoPay Application System;
2. **Partner** – an entity, i.e. a natural person, a legal person or an organisational unit without legal personality, such as a public transport organiser, with whom GoPay has concluded a cooperation agreement regarding the distribution of tickets or other entitlements and services related to the Partner's business activity;
3. **Partner's Terms and Conditions** – a document defining the rules, rights and obligations of the User using services provided by the Partner;
4. **GoPay Application System** – (hereinafter: the **Application**) an IT system enabling Users to acquire entitlements to use services provided by Partners;
5. **Ticket** – a ticket (transport document) in electronic form enabling the use of local public transport services within a given area, made available for purchase in the Application by a Partner;
6. **Consumer** – a User who, via the Application, performs a legal act not directly related to their business or professional activity. For the purposes of these Terms and Conditions, the definition of a Consumer also includes sole traders who, via the Application, perform acts that are not of a professional nature resulting from the subject of their business activity;
7. **Account** – an individual account enabling the installation and use of the Application, owned by:
 - a. a natural person having full legal capacity, or
 - b. a minor who has reached the age of 16, or
 - c. a minor aged 13–16, whose parent or legal guardian has consented to the minor's use of the Application and to the processing of the minor's personal data

- related to the use of the Application, or
- d. a parent or legal guardian of a minor who has not reached the age of 13;
8. **User** – a natural person, a legal person or an organisational unit without legal personality using the Application and the Digital Services made available through it, independently or (in the case of a User under 13 years of age) through a parent or legal guardian acting on their behalf, or under their supervision (in the case of other minor Users). Whenever these Terms and Conditions refer to obligations or requirements imposed on the User, such obligations or requirements shall also apply to the parent or legal guardian of a User who has not reached the age of 13.
Service – a service provided by a Partner via the Application, as specified in the Partner’s offer and terms and conditions;
 9. **Service Entitlement** – an entitlement acquired by the User via the Application, in the form of an electronic ticket or another electronic confirmation, enabling the use of a service provided by a Partner;
 10. **SIM Card** – an electronic card with built-in memory and a microprocessor, identifying the subscriber and serving as an access key to a mobile telecommunications network;
 11. **Mobile Network Operator** – an entrepreneur acting as the organiser and provider of a public telecommunications network;
 12. **Device** – a mobile device capable of connecting to the Internet and operating on an operating system compatible with the Application;
 13. **Agreement** – the agreement concluded between the User and the operator of the GoPay system, which is deemed to be concluded upon the User’s Registration in the GoPay Application system;
 14. **Przelewy24; Fenige Sp. z o.o.** – an institution responsible for the authorisation and settlement of transactions. Information on concluded transactions is transmitted from Users to the acquiring agent and subsequently to payment organisations.

§2

General Rules for the Use of the Application

1. The Application is made available free of charge by GoPay and may be downloaded to mobile devices operating on operating systems compatible with the product description provided in the Google Play Store, Apple App Store and Huawei AppGallery. The Application is available in the aforementioned stores.
2. The User may download the Application from services dedicated to selected operating systems:
 - a. **Android:**
<https://play.google.com/store/apps/details?id=pl.upaid.gopay&hl=en>
 - b. **Huawei:**
<https://appgallery.huawei.com/#/app/C101889059>
 - c. **iOS:**
<https://itunes.apple.com/pl/app/gopay/id1142397033?l=pl&mt=8>
3. Use of the Application and the Digital Services offered through it requires downloading and installing the Application, holding an Account and correctly logging in to the Application (Registration).

4. Registration is available only to Users who possess a Device with a properly functioning and active SIM Card.
5. In order to register in the Application, the User enters, in the registration panel, a telephone number (format: 48xxxxxxxx) assigned to the SIM Card.
6. An individual verification code will be sent to the indicated telephone number and must be entered in the designated field in order to accept these Terms and Conditions and register the Account.
7. Upon Registration, the User accepts the terms of these Terms and Conditions.
8. Where the User is a person under 13 years of age, their parent or legal guardian confirms that they have read these Terms and Conditions and consents to the processing of the User's personal data in connection with the use of the Application, in accordance with the declaration submitted when completing the registration form. Acceptance of the Terms and Conditions by the parent or legal guardian shall be equivalent to consent for the use of the Application on behalf of the minor User who has not reached the age of 13, including the performance of obligations and compliance with requirements provided for in these Terms and Conditions with respect to the User.
9. By completing the Registration, the User consents to receiving from GoPay information regarding the functionality and updates of the Application. Such information may be sent to the Device with the installed Application or to the telephone number provided during Registration.

§3

Performance of the Service

1. After creating an Account, the User may commence the use of the Services provided via the Application. Commencement of the use of the Services is equivalent to entering into a service provision agreement with the Service Provider.
2. The User is the person authorised to use the Services.
3. An electronic record (e.g. a Ticket) constituting an entitlement to use a Partner's service contains all data required by the Partner to acquire the right to use the provided and offered services.
4. Depending on the type of entitlement acquired for the use of a service, the User may be requested to provide data necessary to acquire such entitlement. Providing such data is required in order to obtain the entitlement to use the Partner's Service.
5. GoPay shall not be liable for services offered by Partners.
6. Payment for a Service Entitlement shall be made via the payment system available in the Application.
7. The User's Account shall be charged with the amount of the fee displayed in the Application. No additional fees shall be charged.
8. Failure to successfully authorise a payment shall not constitute grounds for submitting a complaint. In such case, the User's Account shall not be charged and the purchase of the Service Entitlement shall not be completed.

9. The stability of the Internet connection necessary for the proper execution of a transaction depends on the quality of the Internet connection.
10. If it is not possible to use the Application for the purpose of completing a transaction, the User shall be obliged to purchase a ticket via another sales channel made available by the Partner.
11. When using a Partner's service for which the entitlement was acquired via the Application, the User shall comply with the rights and obligations arising from the Partner's Terms and Conditions, including in particular:
 - a. **ZTM Warsaw** – <https://www.wtp.waw.pl/przepisy-i-regulaminy/>
 - b. **ZDiTM Szczecin** – <https://www.zditm.szczecin.pl/pl/pasazer/przepisy/>
 - c. **MZKZG – Tricity** – <https://mzkzg.org/>
 - d. **MZK Elk** – <https://mzk.elk.pl/wazne/regulaminy/>
 - e. **MZK Koszalin** – <https://mzk.koszalin.pl/przepisy-regulaminy/>
 - f. **MPK Gniezno** – <https://www.mpk.gniezno.pl/dla-pasazerow/regulamin/>
 - g. **ZDiTM Lublin** – <https://zdtm.lublin.eu/pl/przepisy-i-regulaminy/>
 - h. **ZTM Poznań** – <https://www.ztm.poznan.pl/regulaminy/regulamin-przewozow/>
 - i. **Piotrków Trybunalski** – <https://zdiu-piotrkow.pl/komunikacja-t2/regulaminprzewozu-t216>
 - j. **Skarżysko-Kamienna** – <https://komunikacja.skarzysko.pl/regulamin/>
12. Unless otherwise provided in the Partner's Terms and Conditions, tickets purchased in the Application are non-refundable.
13. It is prohibited to transmit via the Application any content that is unlawful or contrary to good morals, in particular content that is vulgar, pornographic, defamatory, offensive to religious feelings, inciting racial, ethnic or religious hatred, promoting phonographic or computer piracy, disseminating data-breaching techniques, viruses or any other materials similar in content or effect. Transmission of such content constitutes a breach of these Terms and Conditions as well as the portal's terms and conditions.

§4

Services Offered by Partners

1. **Tickets entitling the User to use transport services provided by Partners**
 - a. By deciding to purchase a Ticket entitling the User to use transport services, the User should ознакомнаć themselves with the Partner's Terms and Conditions offering the given service.
 - b. Tickets for public transport services are stored in the Application.
 - c. A Partner offering transport services is authorised to inspect Tickets purchased in the Application. The User is responsible for the correctness of the data entered when purchasing a Ticket.
 - d. Non-activated Tickets shall be stored in the Application in the form of an electronic record.
 - e. Non-activated Tickets do not entitle the User to travel by means of municipal, suburban, inter-municipal or metropolitan public transport. Activation of a purchased Ticket may take place at any time; however, activation during ticket inspection is prohibited.
 - f. Activation (validation) of a Ticket shall be carried out in accordance with the

rules of the relevant carrier or transport organiser providing municipal, suburban, inter-municipal or metropolitan transport services to which the Ticket entitles the User.

g. The electronic record entitling the User to travel, in the form of an active (validated) Ticket, contains all data required during ticket inspection carried out by inspectors designated by the carrier or transport organiser providing the transport services to which the Ticket purchased in the Application applies. Each time a Ticket is inspected, the User is obliged to present the Device displaying the Ticket to the inspector, as well as a document confirming the User's identity, consistent with the data entered in the order. The Device screen must not be damaged, as this may prevent proper inspection of the Ticket.

2. **Szczecin Tourist Card**

a. By deciding to purchase the Szczecin Tourist Card entitling the User to use its services, the User should familiarise themselves with its terms and conditions.

b. The list of benefits available to the User of the Szczecin Tourist Card is available at:

http://www.szczecin.eu/odwiedz_szczecin/karta_turystyczna

c. A User wishing to purchase the Szczecin Tourist Card is required, prior to purchase, to indicate the date and time from which the Card shall become valid.

d. Performance of the Szczecin Tourist Card service takes place upon presentation of the Card in electronic form to the staff of individual facilities.

e. In the event of doubts as to the authenticity of the Szczecin Tourist Card or the identity of the person entitled to use it, staff of the relevant facilities are authorised to request the User to present an identity document, in particular an identity card or a school or student ID card.

§5

Fees

1. The Application is provided free of charge.
2. The cost of data transmission (Internet connection) shall be charged in accordance with the tariffs of the individual operators providing Internet access to the User.
3. All settlements are processed via Przelewy24, Fenige Sp. z o.o. The User shall not incur any additional costs related to the use of the service.

§6

Rights and Obligations

1. GoPay is obliged to:
 - a) process transactions ordered by the User;
 - b) ensure access to the Application;
 - c) ensure the security of transactions carried out using the Application;
 - d) review Users' comments and complaints concerning the system within 7 days from the date of receipt of the message.

2. The User undertakes to provide GoPay with explanations concerning transactions in the event of a justified suspicion of a breach of applicable law or the Partner's Terms and Conditions.
3. In the event of maintenance works, updates or changes to the Application, GoPay reserves the right to temporarily or permanently suspend the service.
4. GoPay shall not be liable for problems related to:
 - a) the Internet connection necessary for the proper performance of the service;
 - b) the proper functioning of the User's Device;
 - c) services offered by Partners.
5. Each User, upon commencing the use of the Application, undertakes to:
 - a) use the functionalities and resources made available within the Application in accordance with the purpose of the Application;
 - b) use the Application in a manner that does not violate generally applicable laws in force in Poland, principles of good morals, or the provisions of these Terms and Conditions;
 - c) respect the rights and personal interests of other Users;
 - d) refrain from acting to the detriment of other Users, the Service Provider, Partners or third parties.
6. Content transmitted via the Application by Users shall remain the property of the Users or their parents or legal guardians, and they shall bear sole responsibility for any potential infringement of the rights of third parties.

§7

Contact with GoPay

1. The User may contact GoPay using the following means:
 - a) by post at the address: GoPay, ul. Promienna 10, 03-672 Warsaw, Poland;
 - b) electronically at the email address: biuro@gopay24.eu;
 - c) by telephone: +48 882 172 142 and +48 22 299 34 23.
2. Any complaint-related disputes shall be clarified with the User within 7 business days. GoPay reserves the right to contact the User in order to obtain additional information that may affect the handling of the complaint.

§8

Termination of Use of the Service

1. Performance of the Service may be terminated in the event of a breach of the provisions of these Terms and Conditions.
2. The User may terminate the use of the Service by submitting a notice of resignation by:
 - a) sending a written notice by email to: biuro@gopay24.eu;
 - b) sending a written notice by post to the address of GoPay Sp. z o.o., ul. Promienna 10, 03-672 Warsaw, Poland.

Final Provisions

1. GoPay is entitled to unilaterally amend these Terms and Conditions. Information about amendments to the Terms and Conditions shall be communicated to Users on the website www.gopay24.eu/blog or www.gopay24.eu, as well as via the social media platform available at <https://www.facebook.com/gopay24/>.
2. GoPay ensures that Users' personal data shall be stored and processed by GoPay in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
3. The User consents to the processing of their personal data and its storage in a database for the purpose of informing the User about changes and updates concerning services provided by GoPay.