tpay zaufane płatności

Payment Terms and Conditions

Read the terms and conditions for making payments using Tpay.
They contain information on how we provide our services,
and about your and our rights and obligations.

You	The place where you do e-shopping	We
		
Payer – a customer who uses online payments	**Merchant – seller Portal – online store**	**Tpay – payment operator, a brand of Krajowy Integrator Płatności S.A.**

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§ 1 Definitions

While reading the Terms and Conditions, you will come across several constant terms and names – here is their meaning:

1. **Merchant** – an entity that enables a Payer to make a Payment, bound to Tpay by a payment services agreement.

2. **Tpay** – Krajowy Integrator Płatności spółka akcyjna seated in Poznań, Plac Andersa 3 ,17th Floor, 61-894 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Department of the National Court Register under KRS number 0000412357, NIP (TIN) 7773061579, REGON 300878437, share capital PLN 5,494,980.00 - paid in full.

3. **Website** – the website operated by Tpay at the following address: https://tpay.com, which can be contacted via e-mail :kontakt@tpay.com, including an IT module that enables the initiation and execution of a payment transaction using the Payer's payment instrument.

4. **Payer** – an entity that intends to purchase goods or services offered by the Merchant via the Portal, or to make a donation to the Merchant or other Payments to the Merchant, including public-law liabilities, by making a Payment using the Website.

5. **Consumer** – a natural person conducting a legal transaction with Tpay unrelated directly to their economic or professional activity.

6. **Portal** – a website operated by the Merchant, available at the addresses provided during the registration process, through which the Merchant sells goods or services, accepts donations, or enables other Payments, including public-law liabilities, for which the Payer makes a Payment using Tpay, or a website operated by an entity running an online trading platform offering goods or services of multiple Merchants.

7. **Payment** – a monetary consideration made by the Payer to the Merchant through the Website.

8. **Service** – a payment service performed by Tpay on behalf of the Payer based on the provisions of this regulation, involving the execution of Payments using the payment methods available on the Website, including a Payment initiated by the Payer using a payment card or an electronic wallet.

9. **Payment Initiation Service** – the Service referred to in Article 3 sec. 5 of the PSA, which consists in a one-time initiation of a Payment Order at the request of the Payer from an account maintained by the Intermediary Entity for the purpose of executing a Payment.

10. **Business Day** – one day from Monday to Friday excluding public holidays in Poland.

11. **Intermediary Institution** – an institution other than Tpay through which the Payer transfers funds to Tpay for the purpose of making a Payment to the Merchant. This may include, in particular, a bank, credit institution, payment institution, clearing agent, payment system operator or payment scheme, electronic money institution, financial institution providing funds transfer services, postal operator, or telecommunications operator.

12. **Website Account** – Tpay's bank account intended exclusively for processing transactions carried out through the Website.

13. **Payment Order** – a statement of the Payer, which contains an instruction to execute a specific payment transaction.

14. **Newsletter** – an electronic service provided by Tpay that enables the Payer to receive information, particularly about the Services provided, the Website, as well as news and promotions, sent to the email address provided by the Payer with the Payer's express consent.

15. **Terms and Conditions** – these terms and conditions of making Payments.

16. **GDPR** – *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.*

17. **PSA** – *Act of 19 August 2011 on payment services*.

18. **UsłEIU** – *Act dated 18 July 2002 on the provision of services by electronic means*.

§ 2 General provisions

1. These Terms and Conditions set out the rules for enabling Payers to make Payments through the Website, including using the Services, including the Payment Initiation Service.
2. The entity providing the Services under these Terms and Conditions is Tpay.

Who is Tpay

3. Tpay represents that it has designed and operates an online payment Website called "Tpay" that enables the Payer to make Payments.

   The Website provides Payers with a variety of methods for making Payments, accepts Payers' payments into their Accounts, confirms to the Merchant that payments have been made, and transfers these payments to the Merchant's account.
4. Tpay holds a license to operate as a national payment institution issued by the Polish Financial Supervision Authority and is registered in the Register of Payment Services under No. IP27/2014 and has the status of a clearing agent in accordance with the PSA. Tpay is supervised by the Financial Supervision Commission.

What is needed to use Tpay

5. To use the Website, the following are required at a minimum: an Internet connection, an end device equipped with up-to-date software (a web browser or a dedicated application) that supports the security standards and communication protocols used by the Website, and an active e-mail account.
   Tpay shall not be liable for events resulting from the failure of the Payer to comply with the technical requirements indicated above necessary for cooperation with the ICT system used.
6. Using the Website does not require registration.
7. Using the Service requires reading and accepting the Terms and Conditions.

What else is worth knowing

8. The Service does not include the provision of a payment account for the Payer within the meaning of the PSA.

9. Activities carried out within the Website are not considered banking activities.

   Using Tpay's services is not associated with opening a bank account under the *Act of 23 April 1964 – Civil Code* and *Act of 29 August 1997 – Banking Law*.

§ 3 Service Execution

1. Tpay enables Payers to make Payments using payment instruments (payment methods) including payment cards and electronic wallets, to the extent in whichthe Merchant has entered into an agreement with Tpay.

   It is the Merchant who decides which Payment methods are available, which may make some of them unavailable to the Payer.

   Making Payments through some payment methods is possible using the Payment Initiation Service.

2. To use the Service, the Payer is required to provide:

   a. first and last name,

   b. e-mail address;

   In the case of a Payment made using a payment card, in addition to the data indicated above, the Payer is required to provide the payment card details (card number, expiry date, CVV2/CVC2 code).

   Additional data may be required due to the selected payment method.

3. The agreement between the Payer and Tpay regarding the execution of the Service is concluded when:

   - the data specified in § 3 sec. 2 of the Terms and Conditions is provided,
   - the Terms and Conditions are accepted, and
   - the Payer submits Payment Order (or it is submitted behalf of the Payer in the case of the Payment Initiation Service) in accordance with the UsłElU.

   In the case of using the Payment Initiation Service, the Payer:

   a. represents that they are acting on their own behalf, and in the case of acting on behalf of another person, that they are authorized to perform all actions within the Payment Initiation Service,

   b. provides data and makes all statements necessary for Tpay to provide the Payment Initiation Service, including consent to initiate a transaction.

4. A Payment using a payment card may be initiated only by its authorised holder or user.

5. Due to the nature of the services provided by the Company, a Payment Order, including a Payment Order made using a payment card or an electronic wallet, is initiated by the Merchant or through the Merchant. The moment of receipt of a Payment Order is the date and time at which the Company receives the authorised Payment Order. A Payment Order initiated on a day that is not a business day or after 17:00 shall be deemed to have been received on the first business day following that day.

6. To initiate a Payment Order or start a Payment Initiation Service, the Payer should select in the Portal the option to make a Payment through the Website (e.g., by clicking the "Pay with Tpay"

button), unless the design of the Portal or the mobile application through which the Payment is initiated provides another way of initiating the Payment Order .

Tpay initiates the payment transaction within the Payment Initiation Service immediately upon receiving all required data from the Payer and performing actions specified in the Terms and Conditions.

7. After successfully initiating the Payment Order, authorizing the transaction, and confirming the sufficient balance of funds in the Payer's payment account or payment instrument, the Intermediary Entity transfers the Payment amount to the Website Account. The Payer is notified of the initiation of the Payment Order and of the execution of the Payment through an electronic message that allows for the recording of the contained data and via electronic post, that is by the message sent to an e-mail address indicated by the Payer.

8. The Payer acknowledges that they cannot revoke a Payment Order once Tpay has obtained consent to initiate the payment transaction within the Payment Initiation Service.

9. Tpay's intermediation in the transfer of Payments through the Website Accounts does not entitle Payers to claim interest on payments temporarily placed in the Website Accounts.

10. Tpay is not a party to any agreements or other legal relationships between the Payer and the Merchant and shall bear no liability on these grounds.

    In particular, Tpay shall bear no liability towards the Payer for the non-performance or improper performance of obligations by the Merchant, nor Tpay shall bear no liability towards the Merchant for the non-performance or improper performance of obligations by the Payer.

11. Tpay reserves the right to refuse the execution of the Service in case of a breach of the Terms and Conditions and in cases where doubts arise regarding the legality of a specific Payment, including its connection with terrorist activities or money laundering.

    Furthermore, Tpay will refuse to execute the Payment Initiation Service when:

    a. The Intermediary Entity maintaining the Payer's account has denied access to the account or such an access is otherwise impossible or unacceptable,

    b. The Payer has not authenticated itself properly – in the manner agreed with the Intermediary Entity maintaining the Payer's account in the interface of this Intermediary Entity.

12. Tpay is not responsible for the conditions of service provided to the Payer by Intermediary Entities that may prevent the execution of Payments.

13. Tpay shall be liable for non-performance or improper performance of the Service in accordance with the rules set out in the PSA. The liability rules of the Intermediary Entity maintaining the Payer’s account for unauthorized payment transactions initiated from that account are governed by the agreement between the Payer and the Intermediary Entity maintaining the account.

14. Tpay shall not be liable for any damages resulting from irregularities arising from improper actions or omissions of the Intermediary Institution, including a bank or a payment card issuer, in particular as a result of the Intermediary Institution failing to transfer funds to KIP within the required time and/or in the correct amount.

15. Tpay may, in certain cases, charge the Payer a fee for the Service provided. In such a situation, the Payer is informed before submitting the Payment Order, along with an indication of the amount of the fee, except where the provisions of the PSA exclude such a possibility.

16. The Merchant may cancel the Payment until it is credited in the Website Account.

17. KIP may cancel a Payment not completed by the Payer within a specified timeframe – at least 14 days from the initiation of the Payment Order, during which the Payment has not been credited to the Website Account.
18. In order to receive the Newsletter service, the Payer gives separate consent by providing their e-mail address or by checking the appropriate checkbox.
19. The Payer may unsubscribe from the Newsletter at any time by sending an appropriate request to Tpay via e-mail or by clicking on the link provided to the Payer in the e-mail.
20. Tpay employs a secure procedure for notifying the Payer in case of fraud, suspicion of fraud, or security threats.

§ 4 Complaints

1. Complaints regarding Payments made through the Website are handled by Tpay.
2. The Payer can submit a complaint in one of the following ways:
    - in writing, including by postal mail to the address of Tpay indicated in § 1 of the Terms and Conditions,
    - by phone using the hotline: (61) 66 82 778,
    - in electronic form using the form available at: https://tpay.com/kontakt or by emailing: kontakt@tpay.com.
3. In the complaint submission, the Payer should include:
    - the reason for the complaint,
    - description of objections,
    - e-mail address of the Payer,
    - transaction ID,
    - Payment amount,
    - full name of the owner of the bank account or payment card (depending on the payment method),
    - date of Payment, and
    - the name of the bank to whose account the payment was directed;

    unless the Payer does not know some of the information listed above.

    Tpay may request the Payer to provide additional information and documents if necessary for processing the complaint.
4. Tpay confirms the receipt of the complaint via an automated message, including the complaint number. The Payer should keep this number for further correspondence.
5. Tpay undertakes to fully handle Payers' complaints and to provide a response no later than within 15 (fifteen) business days. A response to a complaint shall be provided in writing, either in paper form or in electronic form to the Payer's e-mail address.

    If a complaint is submitted in electronic form, the response shall be provided in electronic form, unless the Payer requests that the response be provided in writing in paper form. If a complaint is submitted in paper form, the response shall be provided in paper form, unless

the Payer requests that the response be provided in electronic form to the indicated e-mail address.
If a complaint is submitted orally, the response shall be provided in paper or electronic form, in accordance with the Payer's preference expressed at the time of submitting the complaint.

6. In particularly complicated cases that make it impossible to consider the complaint and respond within the timeframe referred to in § 5 sec. 5 of the Terms and Conditions, Tpay:
    a. explains the reason for the delay,
    b. indicates the circumstances that need to be established in order to process the case,
    c. specifies the expected timeframe for processing the complaint and providing a response, not exceeding 35 (thirty-five) working days from the date of receipt of the complaint.
7. In justified cases, at the request of the Merchant, Tpay may return the Payment to the Payer. Tpay shall execute such instruction within no more than 7 business days from the date of the Merchant's request.

    All payment transactions are executed by Tpay exclusively in a non-cash manner, using a transfer order.
8. The payer is obliged to immediately notify Tpay of any identified unauthorized, non-executed or improperly executed payment transactions. If the Payer does not notify Tpay within 13 months from the date of debiting their payment account or from the date on which the transaction was to be executed, the Payer's claims against Tpay for unauthorized, non-executed or improperly executed payment transactions shall lapse.
9. Complaints regarding Payments made using payment cards or electronic wallets may be submitted directly to the Payer's payment card issuer (e.g. a bank or another institution).

§ 5 Personal data

1. Tpay is the controller of the Payers' personal data in accordance with Article 4 (7) of the GDPR.
2. The principles of personal data processing are regulated in the information clause available at: https://tpay.com/user/assets/files_for_download/klauzula-informacyjna-platnik.pdf.

§ 6 Obligations of the Payer

1. The Payer is obliged when using the Service to:
    a. adhere to the Terms and Conditions,
    b. observe the provisions of law
    c. follow the rules of fair and honest trade,
    d. use their real data.
2. When using the Website, the Service and the Payment Initiation Service, it is prohibited to:
    a. attempt to interfere with the IT systems of Tpay, Intermediary Entities or Merchant,
    b. provide content of an unlawful nature,
    c. use a payment instrument that is:
        i. invalid or blocked, or

ii. used by an unauthorized person or

iii. used by a person with incomplete identification and authorization data;

d. use the Payment Initiation Service:

i. by an unauthorized person or

ii. by a person who does not have full identification and authorization data.

§ 7 Final provisions

1. The content of the Terms and Conditions is made available free of charge to each Payer on the Website and/or the Portal prior to the initiation of the Payment Order, in such a way that the Payer can obtain, reproduce and record its content by means of the ICT system they use (pursuant to Article 8 sec. 1 item 2 of UsłElU).

   Acceptance of the Terms and Conditions is a prerequisite for using the Services.

2. Tpay reserves the right to amend the Terms and Conditions.

   The amendment come into effect from the date of their announcement on the Website or the Portal, except for Payments made prior to the amendment of the Terms and Conditions (to these, as well as to any legal consequences arising from them, the previous provisions shall apply).

   Change of Tpay's contact details does not constitute an amendment to the Terms and Conditions as defined herein.

3. All legal relations arising from the Terms and Conditions shall be governed by Polish law, and actions arising from the Terms and Conditions shall be performed in Polish.

4. For all disputes arising from the application of the Terms and Conditions, as well as any legal relations arising from the performance of the Service, with the exception of disputes involving consumers, the court appropriate to Tpay's registered office shall have sole jurisdiction.

5. The Payer can lodge a complaint with the Polish Financial Supervision Authority regarding Tpay's actions if they violate legal provisions.

6. A Payer who is a Consumer also has the option to use the assistance of entities authorized to resolve consumer disputes out of court in accordance with the *Act of 23 September 2016 on out-of-court resolution of consumer disputes*. Entities authorized to resolve out-of-court consumer financial services disputes are:

   a. Financial Ombudsman (more information at: rf.gov.pl/polubowne),

   b. Arbitration Court at the Financial Supervision Commission (for more information, visit: knf.gov.pl/dla_konsumenta/sad_polubowny).

   Detailed information on out-of-court resolution of consumer disputes is available on the website of the Office of Competition and Consumer Protection at: polubowne.uokik.gov.pl.

7. The payer may withdraw from the agreement referred to in § 3 sec. 3 of the Terms and Conditions without giving any reason and without incurring additional costs within 14 days from the date of its conclusion. The deadline is considered to have been met if the statement was sent before its expiration. The declaration of withdrawal should be submitted in writing and sent to Tpay: Plac Andersa 3, 17 piętro, 61-894 Poznań or sent by electronic correspondence to: kontakt@tpay.com.

The right of withdrawal shall not apply to the Payer in case of complete execution of the Service or the Payment Initiation Service at the Payer's request before the expiration of the deadline referred to in § 7 sec. 7 of the Terms and Conditions in the first sentence.

8. The Terms and Conditions, as amended above, come into effect on 24 March 2026.