

Terms and Conditions for the Provision of Payment Services

1. DEFINITIONS

- 1.1 Capitalised terms in these Terms and Conditions shall have the following meanings:
- 1.1.1 AML – the Act of 1 March 2018 on countering money laundering and terrorist financing (i.e. Journal of Laws of 2025, item 644);
 - 1.1.2 Bielik (or the Provider) – Bielik Vault sp. z o.o., a limited liability company with its registered office in Warsaw at ul. Śmiała 26, 01-523 Warsaw, registered in the Register of Entrepreneurs of the National Court Register (KRS) maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0000973604, REGON: 522217296, NIP: 5252910690, providing to the User;
 - 1.1.3 BitGo – BitGo Europe GmbH with its registered office at Mainzer Landstraße 10, 60325 Frankfurt am Main, Germany, a licensed crypto-asset service provider (CASP) within the meaning of MiCAR;
 - 1.1.4 Business Day – a day falling between Monday and Friday, excluding public holidays;
 - 1.1.5 GIIF – Chief Financial Information Inspector;
 - 1.1.6 Business Hours – the period falling at least between 9:00 and 17:00 on Business Days;
 - 1.1.7 Payment Instrument – a personalised device or a set of procedures agreed between the User and Bielik, used by the User to submit a Payment Order;
 - 1.1.8 Crypto-assets – crypto-assets within the meaning of Article 3(1)(5) of Regulation (EU) 2023/1114 of 31 May 2023 on crypto-asset markets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (OJ (EU) L 150, 2023, p. 40, as amended), supported by BitGo and a list of which is published at <https://developers.bitgo.com/coins>;
 - 1.1.9 Bielik Platform – an organised online and IT platform enabling the use of services provided electronically to Users, including the Profile service and the management of the Bielik Wallet, under the terms and conditions set out in the Terms and Conditions and the Platform Terms and Conditions;
 - 1.1.10 Bielik Wallet – a custodial account maintained on behalf of the User by BitGo under the terms of a separate agreement concluded between the User and BitGo, which is accessed via the Bielik Platform and which enables the User to view the balance of Cryptoassets held by BitGo, as well as to use the Services;
 - 1.1.11 Profile – means the User's individual account created as a result of registration and activation, accessible via the Platform;
 - 1.1.12 Payment Account – an account maintained by Bielik for the User for the purpose of executing Payment Transactions;
 - 1.1.13 Terms and Conditions – these terms and conditions available at <https://www.bielik.io/dokumenty-prawne>
 - 1.1.14 Platform Terms and Conditions – the terms and conditions setting out the conditions and technical requirements for using the Platform, as well as the User's rights and obligations

relating to the operation of the Platform and the provision of services other than Payment Services, available at <https://www.bielik.io/dokumenty-prawne>

1.1.15 Parties – means the Provider and the User;

1.1.16 Schedule of Fees and Commissions – Bielik’s schedule of fees and commissions for the provision of Services, constituting Appendix 1 to the Terms and Conditions and available at <https://bielik.io/oplaty>

1.1.17 Payment Transaction – a withdrawal of funds from the Payment Account to a Verified Bank Account initiated by the User; 1.1.18 Agreement – the agreement for the use of the Platform concluded between Bielik and the User upon the User’s acceptance of the Terms and Conditions, constituting a framework agreement;

1.1.19 Services – Payment Services provided by Bielik via the Platform on the terms set out in these Terms and Conditions, and other services provided under the Platform Terms and Conditions;

1.1.20 Payment Services – services provided by Bielik as specified in clause 5.1 of the Terms and Conditions;

1.1.21 UKNF – Polish Financial Supervision Authority;

1.1.22 Payment Services Act – the Act of 19 August 2011 on payment services (i.e. Journal of Laws of 2025, item 611, as amended);

1.1.23 User – a natural person, a legal person or an organisational unit without legal personality, possessing legal capacity, using Payment Services and submitting Payment Orders;

1.1.24 Payment Order – a statement by the User addressed to Bielik containing an instruction to execute a Payment Transaction.

1.1.25 Verified Bank Account – the User’s bank account from which the User will make a verification transfer and which, following the verification transfer, will be linked to the Profile.

1.1.26 Reference Code – a one-off, unique code generated for each payment, used for its verification and identification.

2. TERMS AND CONDITIONS AND OTHER DOCUMENTS

2.1 The Terms and Conditions set out the rules and conditions for the provision of Payment Services by Bielik. 2.2 The Terms and Conditions, together with all other regulations relating to the provision of Services, including in particular the Schedule of Fees and Commissions and the Platform Terms and Conditions, constitute the Agreement.

2.3 The Terms and Conditions and other documentation relating to the Agreement are available to all interested parties on the website <https://www.bielik.io/dokumenty-prawne> prior to the conclusion of the Agreement.

2.4 Detailed information on the processing of personal data, including the rights of data subjects, is available in the privacy policy on the website <https://www.bielik.io/dokumenty-prawne>

3. BIELIK AS THE SUPPLIER

3.1 The Payment Services Provider is Bielik.

3.2 The contact details of Bielik’s sole registered office and principal place of business are as follows: Bielik Vault sp. z o.o., ul. Śmiała 26, 01-523 Warsaw. The email address is info@bielik.io.

3.3 The supervisory authorities for Bielik are the GIIF and the UKNF.

3.4 Since 31 August 2023, Bielik has been entered as a small payment institution in the register of small payment institutions maintained by the UKNF under identifier 637284 and UKNF number MIP224/2023.

3.5 Bielik will provide Payment Services to the User exclusively within the territory of the Republic of Poland. The Agreement may only be concluded at the User's initiative.

4. CONCLUSION OF THE AGREEMENT

4.1 A condition for using the Payment Services specified in these Terms and Conditions is the User's registration on the Platform for the purpose of creating a Profile. 4.2 The rules governing the operation of the Platform, including technical requirements and the User's rights and obligations of the User relating to its operation, are set out in the Platform Terms and Conditions. Use of the Payment Services is possible exclusively remotely, via the Internet. 4.3 Upon the User's acceptance of these Terms and Conditions and the Platform Terms and Conditions during the registration process on the Platform, provided that Bielik has effectively carried out the actions provided for and required under the AML, an Agreement is concluded between the Parties and a Profile is created. 4.4 The Payment Services specified in these Terms and Conditions are intended solely for Platform Users. In order to use the Payment Services, a User must have an active Profile on the Platform, created in accordance with the provisions of the Platform Terms and Conditions. 4.5 By entering into the Agreement, the User declares that they have received, read and accepted these Terms and Conditions together with the annexes. The User's acceptance of the Terms and Conditions is tantamount to the User making the following declarations:

4.5.1 has obtained or holds all consents and authorisations required to enter into Payment Transactions where applicable regulations impose such an obligation on the User;

4.5.2 had the opportunity to review the information contained in the Agreement prior to accepting the Terms and Conditions (i.e. prior to entering into the Agreement) and had the opportunity to ask Bielik any questions;

4.5.3 has consented to Bielik fulfilling the information obligation referred to in clause 4.5.2 of the Terms and Conditions above by publishing the information on the Platform's website, as this website provides constant access to the content of the Terms and Conditions and allows the stored information to be reproduced in an unaltered form;

5. INFORMATION REGARDING THE USE OF THE PAYMENT SERVICE

5.1 Bielik provides the following Payment Services:

5.1.1 all activities necessary for the operation of a Payment Account; 5.1.2 the execution of payment transactions, including the transfer of funds to the User's Payment Account with another provider through the provision of credit transfer services, including standing orders.

6. DESCRIPTION OF SERVICES

6.1 Bielik shall provide Payment Services to the User until the expiry of the Agreement, or until the Services are blocked or suspended for the reasons specified in the Agreement.

6.2 Bielik does not provide banking services. Bielik does not accept cash deposits and does not pay out cash from the Payment Account. Funds in the User's Payment Account do not constitute a deposit and may only be used to execute Payment Transactions. Crypto-asset services (storage, purchase, sale, exchange) are provided by BitGo under separate agreements concluded directly between the User and BitGo – details are set out in the Platform Terms and Conditions.

6.3 The Payment Account is not protected by the Bank Guarantee Fund or any other similar deposit guarantee scheme. However, the User's funds received for the purpose of executing a Payment Transaction are held in a separate account and are not, at any time during storage, commingled with Bielik's funds.

6.4 Bielik will execute Payment Transactions, including transfers of funds to a Payment Account with another provider, by providing credit transfer services, including standing orders.

6.5 From time to time, Bielik may offer other products and services provided by Bielik's external providers, licensed credit institutions, insurance companies, brokers, etc. Should the User express a wish to use these services, it may be necessary to accept the terms and conditions under which the aforementioned third parties provide their services, of which the User will be notified prior to using such services. With regard to services in the area of Cryptoassets and those available via the Platform, the User enters into separate agreements with BitGo, the terms of which are made available on the Platform.

7. OPENING AND USING A PAYMENT ACCOUNT

7.1 Bielik opens and maintains Payment Accounts to enable the User to deposit funds from their payment account held with another provider (e.g. a bank) and to make withdrawals of funds from the payment account, as well as to carry out all activities necessary for the maintenance of that account, in particular the holding of funds in the payment account, the recording of funds entering and leaving the account, and providing the User with access to it via the Platform.

7.2 Opening more than one Payment Account for a User requires Bielik's written consent. Should Bielik become aware that a User holds two Payment Accounts without the required consent, Bielik may suspend the provision of Services, merge or close the said Payment Accounts, or terminate the Agreement.

7.3 The User is entitled to use the Payment Account up to the amount of available funds held in the Payment Account, subject to the limits set for the Payment Account.

7.4 Bielik provides the User with access to information regarding the value of funds held in the Payment Account and the Payment Account history, including Payment Transactions.

7.5 User authentication when logging into the Platform via a web browser involves:
7.5.1 entering the correct username;
7.5.2 entering a password;
7.5.3 entering the relevant authentication code, which the User obtains via an app provided by a third party (e.g. Google Authenticator).

8. PAYMENT ACCOUNT LIMIT

8.1 In order to carry out transactions involving Cryptoassets via the Platform, the User deposits funds into the Payment Account.

8.2 Deposits to the Payment Account may be made by the User in PLN or EUR using the payment methods available on the Platform at any given time.

8.3 Bielik does not allow deposits into the Payment Account of funds exceeding the equivalent of EUR 1,950 or which, when combined with funds held in other Payment Accounts of the same User at Bielik, would exceed the limit of EUR 1,950. These restrictions result from the current regulatory conditions applicable to Bielik as a small payment institution, whereby the average exchange rate published by the National Bank of Poland (NBP) on the last day preceding the deposit into the Payment Account is applied.

8.4 If a User deposits an amount exceeding the equivalent of EUR 1,950 (including the User's accumulated funds at Bielik) into their Payment Account, an amount up to the equivalent of EUR 1,950 will be credited to their Payment Account

in Bielik, and any surplus exceeding this limit will be refunded to the User's Verified Bank Account no later than the next working day.

8.5 In the event that Bielik receives a payment from the User that differs from the amount declared by the User, but which, together with the funds already held for that User in Bielik, falls within the limit of EUR 1,950, Bielik will accept such a payment and credit it to the User's Payment Account.

9. RULES FOR PAYMENT ORDERS

9.1 To submit a Payment Order for the withdrawal of funds to a Verified Bank Account:

9.1.1 The User must log in to the Platform using their username and password, as well as the relevant authentication code, which the User obtains via an application provided by a third party.

9.1.2 The User must ensure that the relevant Payment Account holds sufficient funds in the amount necessary to execute the Payment Order and in a currency compliant with the Terms and Conditions, including to cover all necessary costs associated with the execution of that Payment Order in accordance with the Terms and Conditions and the Schedule of Fees and Commissions;

9.1.3 The User specifies the amount and currency of the Payment Order (in accordance with the Terms and Conditions) to be paid out,

9.1.4 The User authorises the order.

9.2 A Payment Order is deemed to be authorised if the User has agreed to the current exchange rate communicated to them at which the Payment Order will be converted and to its execution by:

9.2.1 logging into their Profile and remaining logged in throughout the entire process of submitting and authorising the Payment Order,

9.2.2 selecting the button on the Platform confirming the intention to execute the Payment Transaction, namely "WYPŁACAM".

9.2.3 entering the authentication code for authorisation, which the User obtains via an application provided by a third party.

9.3 The User has the right to cancel a Payment Order no later than by the end of the preceding the agreed date of debiting the account. In such a case, the User shall not be charged any fees under the Schedule of Fees and Commissions. To do so, the User should send an email to info@bielik.io.

9.4 The User may be required to provide Bielik with specific information in order to correctly initiate or execute a Payment Order or for the purposes provided for under AML.

9.5 The User is also obliged to ensure that the Payment Order complies with the law, these Terms and Conditions and other regulations applicable to the specific Payment Transaction.

9.6 Bielik shall not debit the Payment Account prior to receiving the Payment Order.

9.7 If Bielik receives a Payment Order on a day that is not a Business Day, it shall be deemed to have been received on the first Business Day following that day.

The acceptance of Payment Orders on a given Business Day takes place during Business Hours. In case of doubt, the moment of receipt of a Payment Order by Bielik shall be deemed to be – subject to the hours set out above – the moment at which Bielik was duly informed of the intention to make the Payment Order.

9.8 If the User and Bielik agree that the execution of a Payment Order shall commence:

9.8.1 on a specific day;

9.8.2 at the end of a specified period;

9.8.3 on the day on which the User made funds available to Bielik for the execution of the Payment Order;

The time of receipt of the payment order shall be deemed to be the start of the day referred to in clause 9.8.1 of the Terms and Conditions above, or the start of the day which is the last day of the period referred to in clause 9.8.2 of the Terms and Conditions above, or the start of the day referred to in clause 9.8.3 of the Terms and Conditions above. If the agreed day referred to above is not a Business Day, the Payment Order shall be deemed to have been received on the first Business Day following that day.

9.9. The Payment Service shall be executed no later than by the end of the next Business Day following receipt of the order.

9.10. Bielik reserves the right to cancel any transaction with a "pending" status. A transaction is cancelled if the payment has not been processed using a unique Reference Code older than 30 days. The User is informed of the transaction status on the Bielik Platform.

10. FEES FOR SERVICES PROVIDED

10.1 Bielik charges fees for the Payment Services provided. A complete list of fees is set out in the Schedule of Fees and Commissions, which forms Annex 1 to these Terms and Conditions and is also available at <https://bielik.io/oplaty>

10.2 The User is obliged to maintain sufficient funds in the Payment Account so that Bielik may collect from the User all amounts due to Bielik in accordance with the Schedule of Fees and Commissions.

10.3 Bielik does not grant loans or credit.

10.4 Fees for the provision of Payment Services, if charged periodically, shall be payable to Bielik only for the duration of the Agreement. Fees paid in advance are subject to a pro-rata refund.

10.5 Withdrawal fees are calculated in the currency in which the withdrawal is made.

11. COMMUNICATION BETWEEN THE PARTIES. NOTIFICATIONS

11.1 The language of the Agreement and of communication between the Parties is Polish.

11.2 All notices and correspondence from Bielik to the User regarding these Terms and Conditions shall be sent electronically, unless these Terms and Conditions provide otherwise. The User agrees to receive correspondence from Bielik

relating to the Services, for example via email, SMS text messages, mobile push notifications or notifications and messages on the website <https://bielik.io>. 11.3 Bielik will send notifications to the User at the email address provided by the User upon registration on the Platform.

11.4 The User may contact Bielik by emailing info@bielik.io or by calling +48 573 494 323.

11.5 The User is obliged to notify Bielik immediately of any change to their name, address or contact details.

11.6 The User is obliged to notify Bielik immediately upon discovering the loss, theft, misappropriation or unauthorised use of an identity document, Payment Instrument, or unauthorised access to such a Payment Instrument or OTP/MAC token.

11.7 Any notices or other communications sent under these Terms and Conditions shall be deemed to have been received:

11.7.1 in the case of dispatch by a postal operator within the meaning of the Act of 23 November 2012 – Postal Law (i.e. Journal of Laws of 2026, item 558) – on the date of receipt of the item;

11.7.2 in the case of dispatch via SMS, email or a website – at the time of dispatch or, if this time falls outside Business Hours, on the next Business Day following dispatch.

11.8 Once the User's Payment Account has been debited with the amount of an individual Payment Transaction or an individual Payment Transaction has

been executed, Bielik shall immediately make available to the User in the Panel, depending on the situation:

11.8.1 enabling the identification of the Payment Transaction and, where applicable, the payee and the payer, as well as any other information provided to the payee in connection with the execution of the Payment Transaction;

11.8.2 the amount of the Payment Transaction in the currency in which the the Payment Account, or in the currency in which the Payment Order was submitted;

11.8.3 the amount of any charges relating to the Payment Transaction and, where applicable, a breakdown thereof;

11.8.4 the current exchange rate applied by Bielik to the Payment Transaction in question and previously accepted by the User, and the amount of the Payment Transaction after currency conversion, if the Payment Transaction involved currency conversion;

11.8.5 the value date applied when debiting the Payment Account or the date of receipt of the Payment Order.

11.9. The User may obtain detailed information on completed Payment Transactions in the "Transactions" tab. Bielik assigns an appropriate status to Payment Transactions depending on their type and stage of execution.

12. PROTECTIVE AND REMEDIAL MEASURES

12.1 A User authorised to use the Payment Instrument is obliged to use the Payment Instrument in accordance with the Agreement.

12.2 Upon receiving access to the Payment Instrument, the User shall take the necessary measures to prevent any breach of their personal authentication details; in particular, they are obliged to use the Payment Instrument with due care and not to grant access to the Payment Instrument to unauthorised persons.

12.3 The User shall be liable for unauthorised Payment Transactions up to the equivalent in Polish currency of 50 euros, determined using the average exchange rate published by the National Bank of Poland (NBP) in force on the date of the Payment Transaction, if the unauthorised transaction results from:

12.3.1 the use of a Payment Instrument lost by the User or stolen
or

12.3.2 the misappropriation of the Payment Instrument.

12.4 Clause 12.3 of the Terms and Conditions shall not apply where:

12.4.1 the User was unable to detect the loss, theft or misappropriation of the Payment Instrument prior to the execution of the Payment Transaction, except where the User acted intentionally, or

12.4.2 the loss of the Payment Instrument prior to the execution of the Payment Transaction was caused by an act or omission on the part of Bielik or an entity providing technical services on its behalf in support of the provision of Payment Services.

12.5 The User shall be liable for unauthorised Payment Transactions in full if they caused them intentionally or as a result of an intentional breach or a breach resulting from gross negligence of at least one of the obligations referred to in clauses 11.6, 12.1 or 12.2 of the Terms and Conditions above.

12.6 Once a report has been made in accordance with clause 11.6 of the Terms and Conditions above, the User shall not be liable for unauthorised Payment Transactions, unless the User caused the unauthorised Payment Transaction intentionally.

12.7 Where Bielik does not require strong authentication
, the User shall not be liable for unauthorised Payment Transactions, unless the User acted intentionally.

12.8 If Bielik fails to provide appropriate means enabling the User to make a report at any time, as referred to in clause 11.6 of the Terms and Conditions, the User shall not

be liable for unauthorised Payment Transactions, unless the User has intentionally caused an unauthorised Payment Transaction.

12.9 The User shall immediately notify Bielik of any unauthorised, unexecuted or improperly executed Payment Transactions in the manner specified in clause 11.4 of the Terms and Conditions above.

12.10 If the User fails to provide the notification referred to in clause 12.9 within 13 months of the date on which the Payment Account was debited or the date on which the transaction was to be executed, the User's claims against Bielik in respect of unauthorised, unexecuted or improperly executed Payment Transactions shall lapse.

12.11 Subject to clause 12.10 of the Terms and Conditions above, in the event of an unauthorised Payment Transaction, Bielik shall, without delay, but no later than by the end of the Business Day following the day on which the occurrence of the unauthorised Payment Transaction debiting the Payment Account is established, or after the date of receipt of the relevant notification, shall refund the amount of the unauthorised Payment Transaction to the User, except where Bielik has reasonable and duly documented grounds to suspect fraud and shall notify the law enforcement authorities in writing.

Bielik shall restore the debited Payment Account

to the state it would have been in had the unauthorised Payment Transaction not taken place. The value date for crediting the Payment Account must not be later than the date on which the account was debited with that amount.

13. LIABILITY

13.1 Bielik shall be liable to the User for the non-execution or improper execution of a Payment Transaction directly ordered by the User, unless Bielik proves that the Payment Account of the User's payment service provider has been credited.

If a Payment Transaction has not been executed or has been executed incorrectly, Bielik shall refund the User the amount of the unexecuted or incorrectly executed Payment Transaction and, if necessary, restore the debited Payment Account to the state it was in prior to the unexecuted or incorrectly executed Payment Transaction.

13.2 In the event of a non-executed or incorrectly executed Payment Transaction initiated by the User, upon the User's request, Bielik shall immediately and free of charge take steps to trace the Payment Transaction and notify the User of the outcome of such actions. Bielik's liability also covers any charges and interest incurred by the User as a result of the non-execution or improper, including delayed, execution of the Payment Transaction.

13.3 Bielik shall not be liable for any interruptions or disruptions to the Services resulting from causes attributable to the User, from causes beyond Bielik's control, or constituting force majeure.

14. TERM OF THE AGREEMENT. TERMINATION AND WITHDRAWAL FROM THE AGREEMENT

14.1 The Agreement concluded in accordance with these Terms and Conditions shall enter into force upon the creation of a Profile on the Platform and shall remain in force for an indefinite period. 14.2 The User may terminate the Agreement immediately without notice for any reason.

14.3 Bielik may terminate the Agreement with at least two months' notice.

14.4 Termination of the Agreement shall not result in Bielik charging the User any fees, unless the Agreement is terminated within 6 months of the date of its conclusion and the applicable Schedule of Fees and Commissions provides for the possibility of charging such a fee. Any fee charged to the User in this respect shall never exceed the costs incurred by Bielik in connection with the conclusion of the Agreement.

14.5 Notice of termination of the Agreement shall be given in the manner specified in 11.2 of the Terms and Conditions above.

14.6 A User who is a consumer has the right to withdraw from the Contract without giving any reason within 14 days of the date of its conclusion, by submitting a notice of

withdrawal. To meet this deadline, it is sufficient to send the notice before the expiry of the period referred to in the preceding sentence. 14.7 To submit a notice of withdrawal from the Contract, the User may use the model withdrawal form, which constitutes Appendix 2 to these Terms and Conditions, but is not obliged to do so.

14.8 A notice of withdrawal may be given, for example, by sending the relevant correspondence to Bielik's postal address or in the manner specified in clause 11.2 of the Terms and Conditions above.

14.9 Regardless of the reason for the termination of the Agreement:

14.9.1 any funds accumulated at the time of the Agreement's termination shall be refunded to the User to their Verified Bank Account, using the average PLN/EUR exchange rate announced by the National Bank of Poland and in force on the last day of the month preceding the Agreement's termination.

14.9.2 all other contractual relationships between the User and Bielik shall terminate, including those governed by the Platform Terms and Conditions.

15. AMENDMENTS TO THE AGREEMENT

15.1 Bielik is entitled to amend the Agreement in the event of the following valid reasons:

- 15.1.1 the need to bring the Terms and Conditions into line with legal provisions, recommendations, guidelines, orders or prohibitions, rulings, resolutions, interpretations or decisions of competent public authorities,
- 15.1.2 changes to the scope of Services provided by Bielik,
- 15.1.3 changes to the functionality available via the Platform,
- 15.1.4 changes to the fees for the Services provided by Bielik,
- 15.1.5 changes to the scope or nature of Bielik's business,
- 15.1.6 changes to the technical conditions for using the Services provided by Bielik,
- 15.1.7 the need to prevent abuse of the Services provided by Bielik or available on the Platform,
- 15.1.8 the need to align the Terms and Conditions with best practices relating to the provision of Services by Bielik, including best practices regarding the protection of Users' rights,
- 15.1.9 the need to correct unclear or ambiguous wording or to rectify obvious typographical errors that may occur in the Terms and Conditions,
- 15.1.10 the emergence of new risks or threats associated with the use of the Services provided by Bielik or available on the Platform, or changes to or the cessation (removal) of such risks or threats,
- 15.1.11 changes to Bielik's details, including company name, registered office address, telephone numbers, email addresses, URLs (links/hyperlinks) included in the Terms and Conditions

15.2 Bielik shall notify the User of proposed amendments to the Agreement no later than 2 months before the proposed date of their entry into force, unless Bielik is compelled to make changes without prior notice as a result of an order from the authorities.

15.3 The User's failure to object to the proposed amendments shall be deemed to constitute consent to them.

15.4 When notifying the User of changes to the Agreement, Bielik shall inform the User that:

15.4.1 if, prior to the proposed date of entry into force of the amendments, the User does not notify Bielik of any objection to such amendments, the User shall be deemed to have consented to them;

15.4.2 the User has the right, prior to the proposed date of entry into force of the amendments, to terminate the Agreement without incurring any fees, with effect from the date on which the User is notified of the amendment, but no later than the date on which those amendments would have taken effect;

15.4.3 If the User objects but does not terminate the Agreement, the Agreement shall expire on the day preceding the date on which the proposed changes come into effect, without incurring any charges.

15.5 Changes to exchange rates may be applied without prior notice, provided that they are more favourable to Users or are provided for in the Agreement, or the changes result from changes in the reference exchange rates, the application of which is provided for in the Agreement.

15.6 Payment Orders submitted by the User prior to the date on which the new Agreement (Terms and Conditions) comes into force shall be governed by the provisions of the previous version of the Terms and Conditions, which will be available

on the Platform's website and which the User has also previously received in paper form or on another durable medium.

16. BLOCKING OF THE PAYMENT INSTRUMENT

16.1 Bielik may block the Services or the Payment Instrument:

16.1.1 for valid reasons relating to the security of the

16.1.2 in connection with a suspicion of unauthorised use of the Payment Instrument or the deliberate causing of an unauthorised Payment Transaction.

16.2 Bielik shall inform the User of the blocking of the Service or the Payment Instrument prior to blocking said Service or instrument, and if this is not possible, immediately after it has been blocked. This does not apply to cases where providing information about the blocking would be unjustified for security reasons or prohibited under separate regulations.

16.3 Bielik shall unblock the Service or Payment Instrument or replace it with a new one if the grounds for maintaining the block no longer exist.

16.4 In the event of fraud being committed or suspected, or a threat to the security of the Payment Account being identified by Bielik, Bielik shall notify the User of such circumstances via at least two means of communication using separate information channels. If the User fails to acknowledge the notifications on three occasions, at reasonable intervals, Bielik shall block the User's Account until the circumstances giving rise to the notification have been clarified.

17. COMPLAINTS

17.1 Any complaints regarding irregularities in the provision of the Services may be submitted to Bielik, for example and at the User's discretion:

17.1.1 by email to the address specified in clause 11.4 of the Terms and Conditions.

17.1.2 in writing – by post to the address of Bielik's registered office specified in clause

3.2 of the Terms and Conditions.

17.1.3 by telephone – on +48 573 494 323.

17.2 The complaint should include details enabling the User to be identified and the reason for the complaint.

17.3 Bielik shall consider the complaint within 14 (fourteen) calendar days of receipt.

17.4 Immediately after considering the complaint, but no later than within the time limit specified above, Bielik shall provide the User with a response regarding the complaint.

The response shall be sent via the same channel through which the complaint was submitted to Bielik, unless the User has specified another method for receiving the response to the complaint. If the complaint does not contain details enabling Bielik to send a response, it will remain at Bielik's premises for collection by the User.

17.5 Bielik may request additional information from the User where this is necessary to assess the complaint.

17.6 In particularly complex cases, where it is impossible to consider the complaint and provide a response within the above timeframe, Bielik shall explain

the User of the reason for the delay, indicate the circumstances that must be established in order to consider the matter, and indicate the expected timeframe for considering the complaint and providing a response. However, the additional timeframe for considering the complaint and providing a response may not exceed 35 Working Days from the date of receipt of the complaint.

17.7 As part of the complaint investigation, Bielik shall determine, if possible in consultation with the User, whether and how any irregularity can be rectified.

18. DISPUTE RESOLUTION

18.1 Once the complaints procedure has been exhausted, a dispute between the User and Bielik may be resolved through out-of-court dispute resolution proceedings between a client and a financial market entity:

18.1.1 conducted by the Financial Ombudsman (<https://rf.gov.pl/>), in accordance with the provisions of Chapter 4 of the Act of 5 August 2015 on the handling of complaints by financial market entities, on the Financial Ombudsman and on the Financial Education Fund (i.e. Journal of Laws of 2024, item 1109, as amended). Proceedings are initiated at the request of the complainant. If the Financial Ombudsman does not refuse to consider the dispute, Bielik's participation in these proceedings is mandatory.

18.1.2 conducted by the arbitration court at the Polish Financial Supervision Authority (https://www.knf.gov.pl/dla_konsumenta/sad_polubowny).

18.2 The User has the right to lodge a complaint against Bielik with the Polish Financial Supervision Authority. The complaint referred to in the preceding sentence is also available to natural persons, legal persons and organisational units that are not legal persons but to which the law grants legal capacity, who have been refused the provision of Payment Services, and to consumer organisations.

18.3 Out-of-court dispute resolution proceedings may also be initiated via the ODR platform referred to in Regulation (Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (the Regulation on ODR for consumer disputes), by designating the Financial Ombudsman or the Arbitration Court at the Polish Financial Supervision Authority as the ADR entity (i.e. the dispute resolution body). The ODR platform is available at <https://ec.europa.eu/consumers/odr/>

18.4 A User who is a consumer has the option of using an out-of-court complaint handling and redress mechanism before the Permanent Arbitration

The Consumer Court attached to the relevant Provincial Inspectorate of Trade Inspection. Detailed information regarding the resolution of consumer disputes, including access to and the procedure for dispute resolution, can be found at: https://uokik.gov.pl/spory_konsumenckie.php

18.5 The rights referred to in these Terms and Conditions do not preclude the pursuit of claims against Bielik on general grounds before the competent common court, whilst respecting all consumer rights.

19. FINAL PROVISIONS

19.1 The Parties agree that the law applicable to the Agreement is Polish law. In the case of Users who are consumers, the above choice of law does not exclude the protection afforded to Users under the mandatory provisions of the law of the country in which the User has their habitual residence.

19.2 Bielik may use subcontractors and third parties when providing services to Users.

19.3 These Terms and Conditions shall come into force on 1 July 2026.

Appendices:

[1. Fee and Commission Schedule](#)

[2. Model withdrawal form](#)