

**Framework for opening and keeping a payment account, for payment card and access to payment services using the Partner's Application**

Concluded between the parties:

Name of the entity: **Quicko Sp. z o.o.**  
Registered office address: Sienkiewicza 49, 42-600 Tarnowskie Góry, Poland  
Phone number: +48690895208  
Registration court: Sąd Rejonowy w Gliwicach  
Division of the Court: X Wydział Gospodarczy Krajowego Rejestru Sądowego  
Share capital: PLN 764 750,00  
KRS: 0000350151  
NIP: 5213540295  
REGON: 142004870  
UKNF Register: IP52/2021  
Legal status: National Payment Institution

Hereinafter referred to as: "**Quicko**"

and

User of the Partner's Application

Hereinafter referred to as: "**Customer**"

Together as: "**Parties**"

**I. GENERAL PROVISIONS ON THE FRAMEWORK AGREEMENT**

**§ 1. Subject and conclusion of the Framework Agreement**

1. In accordance with the terms and conditions set out in the present agreement (hereinafter: "Framework Agreement"), Quicko shall make available and provide payment services to the Customer, including:
  - a) access to payment services using the Partner's Application (hereinafter: "Partner's Application"),
  - b) opening and keeping a payment account or payment accounts in PLN or foreign currency (hereinafter: "Account"),
  - c) issuing and handling payment cards, including in the form of payment bands.
2. The scope of payment services provided by Quicko to the Customer may be modified by the Parties during the term of the Framework Agreement, subject to the terms described in the present document and in the Quicko Terms of Service.
3. Under this Framework Agreement, Quicko may also provide the Customer with other products or services, in accordance with the applicable Quicko offer available in the Partner's Application.
4. The Customer declares that at the conclusion of this Framework Agreement it acts as a consumer and concludes it for purposes not directly related to their business or professional activity.
5. The Framework Agreement is concluded at the request of the Customer, submitted via the Partner's Application or another communication channel provided by Quicko.
6. The positive verification of the Customer, to the extent required by the anti-money laundering and antiterrorist financing (AML) regulations, with use of a video verification system, and subject to the Quicko Terms of Services, constitutes the precondition for conclusion of the Framework Agreement. Verification takes place through the Partner's Application.

7. Quicko notifies the Customer about the result of their verification through the Partner's Application, via email or other communication channel provided by Quicko and used by the Customer to submit an application for the conclusion of the Framework Agreement.
8. The date of conclusion of the Framework Agreement is the date of submission by the Customer of the declaration of will to conclude the Framework Agreement, i.e. confirmation of this template of the Framework Agreement by a Customer, who has been previously positively verified by Quicko. Confirmation of the template is effected by entering the code sent to the Customer to the phone number provided by them in the Partner's Application.
9. The present Framework Agreement is concluded for an indefinite term, taking into account the provisions of § 5. Withdrawal from the Framework Agreement and termination of the Framework Agreement.

## **§ 2. Documents related to the Agreement**

1. Prior to the conclusion of the present Framework Agreement, with sufficient lead time, Quicko provided the Customer, in electronic form, with the possibility of saving .pdf files on the Customer's device, with documents constituting an integral part thereof, i.e.:
  - a) Attachment to the Agreement: Table of Fees and Commissions each time for the Customer.
  - b) Quicko Terms of Services,
2. The Customer declares that prior to the conclusion of the Framework Agreement, they have read these provisions and accepts their content and undertakes to comply with them.
3. Before concluding this Agreement, Quicko provided the Customer with a Document regarding fees and containing information including explanations of the terms contained in the list of representative services referred to in art. 20a s. 1 and 2 of the Act on Payment Services of 19 August 2011. At the Customer's request submitted during the term of the Agreement, Quicko shall make this document available to them in paper form or on another durable medium.
4. Quicko shall notify the Customer about changes in the Framework Agreement, other agreements concluded with the Customer, the Table of Fees and Commissions and the Quicko Terms of Services via the Partner's Application on a durable medium, in the manner and within the deadlines specified in the Quicko Terms of Services, which the Customer hereby accepts.
5. Immediately after the conclusion of the Framework Agreement, Quicko shall make its content available to the Customer on a durable medium using the Partner's Application and via the e-mail address provided at the conclusion of the Framework Agreement.
6. All terms used in the present Framework Agreement shall have the meaning given to them in the Quicko Terms of Service.

## **§ 3. Representations of the Parties and other contractual provision**

1. Together with the conclusion of the Framework Agreement, the Parties conclude:
  - a) Agreement for access to payment services using the Partner's Application,
  - b) Agreement for opening and keeping a payment account,
  - c) Payment card agreement.
2. After concluding the Framework Agreement, the Customer has the option to change or select additional products or services provided by Quicko using the Partner's Application, subject to the terms indicated in the Quicko Terms of Service.
3. Quicko shall be liable to the Customer for the damage incurred resulting from Quicko's failure to perform or improper performance of its obligations under the Framework Agreement and other agreements concluded with the Customer, on the terms specified in the Quicko Terms of Service.
4. The Customer has the right to submit complaints and claims regarding the services provided by Quicko on the terms set out in the Quicko Terms of Service.

5. The Customer has the right to use out-of-court dispute resolution procedures, including:
  - a) before the Financial Ombudsman on the terms set out in the Act of 5 August 2015 on the recognition of complaints by financial market entities and on the Financial Ombudsman (detailed information can be found at [www.rf.gov.pl](http://www.rf.gov.pl)),
  - b) in front an arbitration court acting at the Polish Financial Supervision Authority (detailed information is available at [ww.knf.gov.pl](http://ww.knf.gov.pl)).
6. The competent supervisory authority for Quicko is the Polish Financial Supervision Authority.
7. The President of the Office for Competition and Consumer Protection is the competent supervisory authority for Quicko in matters of consumer protection.
8. Any changes to the content of the Framework Agreement and other agreements concluded by the Parties, except for the situations specified in detail in the Quicko Terms of Service or in the content of these agreements, require the maintenance of the form of an annex concluded: (i) in an electronic form using the Partner's Application or (ii) in writing.
9. The Customer undertakes to immediately notify Quicko about the change of the data indicated in this Framework Agreement, including address and contact details.
10. In matters that are not covered by the Framework Agreement and other agreements concluded by the Parties, the Quicko Terms of Service and the Table of Fees and Commissions, the relevant provisions generally applicable law shall apply.
11. The language applicable to Quicko's relations with the Customer is Polish or English (at the Customer's choice).
12. The law applicable to the conclusion and performance of the Framework Agreement and other agreements concluded by the Parties is the law of the Republic of Poland.
13. The court competent for settling disputes arising in connection with the implementation of this Agreement shall be the court of general jurisdiction.
14. Quicko has the right to transfer (sell) the receivables resulting from the Framework Agreement to third parties.

#### **§ 4. Tariffs and Commissions**

1. Quicko collects fees and commissions for the performance of activities resulting from agreements concluded with the Customer or related to their service, subject to the terms and in the amounts indicated in the Attachment to the Agreement-Table of Fees and Commissions.
2. Quicko will collect the due fees and commissions from the Account in cashless form, on the last day of the month (applies to the fee for keeping the respective account and other fees or commissions charged monthly) or on the date of execution of the instruction (in other cases).
3. The Customer irrevocably authorizes Quicko to debit the PLN Account and/or the Currency Account with commissions and fees due to Quicko on their due dates, without the need to obtain the Customer's prior consent to debit the Account.
4. Quicko reserves the right to make changes to the Table of Fees and Commissions only in the situations indicated in the present paragraph, in the manner indicated in the Quicko Terms of Service. Quicko can:
  - 1) proportionally increase the amount specified in the Attachment to the Agreement Table of Fees and Commissions of the fee or commission during the term of the Framework Agreement if:
    - a) the NBP reference interest rate will increase by at least 2% of the value of this indicator on an annual basis compared to the corresponding period of the previous year,
    - b) there will be an increase in prices and consumer services by no less than 0.5% compared to the previous one announced in the same period (annual), determined on the basis of the quarterly index of prices and consumer services published by the STATISTICS POLAND (colloquially: inflation),- whereas Quicko may exercise the right to change the Attachment to the Agreement Table of Fees and Commissions at the latest within one month from the date of

publication of the index constituting the basis for such a change and not more frequently than once per calendar quarter,

- 2) reduce the amount of the fee or commission specified in the Attachment to the Agreement Table of Fees and Commissions, due to a change in competitiveness in the financial services market,
- 3) introduce a new fee or commission into the Attachment to the Agreement Table of Fees and Commissions for a new service or product or a new functionality of an existing service or product, provided that the Customer will not be obliged to use such new service or product or a new functionality of an existing service or product, that by default such new service, product or functionality will be inactive for the Customer (without the obligation to pay any fee or commission) and that the Customer's failure to use such new service or product or a new functionality of an existing service or product will not limit the rights or increase the Customer's obligations under the Framework Agreement and other agreements concluded by the Parties,
- 4) make changes to the Attachment to the Agreement Table of Fees and Commissions in the case of:
  - a) the need to adapt the wording of the Attachment to the Agreement Table of Fees and Commissions to the requirements resulting from decisions or recommendations of supervisory authorities, consumer protection authorities or court decisions,
  - b) introduction of new laws or amendment of existing laws affecting Quicko's rules for the provision of services - to the extent necessary to adapt the Attachment to the Agreement Table of Fees and Commissions to the aforementioned requirements or regulations.

## **§ 5. Withdrawal from the Framework Agreement and termination of the Framework Agreement**

1. The Customer has the right to withdraw from the Framework Agreement, without stating a reason for withdrawal, by submitting an appropriate statement within 14 days from the date of conclusion of the Framework Agreement. For this purpose, the Customer may use the template of the statement attached to the Framework Agreement, which was issued to them before its conclusion.
2. Withdrawal from the Framework Agreement does not entail any costs for the Customer, however, if the Customer has agreed to the commencement of the provision of services by Quicko before the expiry of the deadline for withdrawal from the agreement referred to in § 5 s. 1 above, Quicko may demand payment of fees and commissions for the services actually performed, in accordance with the Table of Fees and Commissions.
3. The Customer has the right to terminate the Framework Agreement at any time with a 1-month notice period. Written termination of the Framework Agreement by the Customer shall be deemed effective upon delivery of a statement in this respect to Quicko.
4. If the Framework Agreement is terminated by the Customer within 6 months from the date of its conclusion, Quicko has the right to charge a fee for termination of the Framework Agreement in the amount indicated in the Quicko Terms of Service.
5. Quicko may terminate the present Framework Agreement only for important reasons, subject to the terms and conditions set out in the Quicko Terms of Service, with a 2-month notice period.
6. Quicko may terminate the Framework Agreement with immediate effect when the Account is used in violation of the law or its intended use, and when the Customer has made false statements or false documents, and when it is not possible for Quicko to perform its obligations under the application of financial security measures as stipulated in the AML/CFT Law.
7. On the date of termination of the Framework Agreement, the related agreements concluded by the Parties shall also be terminated, including the Agreement on opening and maintaining a payment account, the Agreement on access to payment services using the Partner's Application and the

Payment Card Agreement. Within 30 days from this date, the Customer is obliged to collect funds remaining on the PLN Account or the Currency Account or otherwise dispose of them and cover any outstanding fees and commissions.

8. The Framework Agreement shall expire in the event of death of the Customer, unless a succession manager has been appointed, in accordance with the Act of 5 July 2018 on the succession managers of enterprise of a natural person and other facilitations related to the succession of enterprises. The Customer's funds are paid on the terms specified in the Quicko Terms of Service.

## **II. AGREEMENT FOR THE OPENING AND KEEPING OF A PAYMENT ACCOUNT**

### **§ 9. Subject and term of the agreement**

1. Quicko undertakes to open and keep PLN Accounts and/or Currency Accounts for the Customer (hereinafter collectively: "Accounts").
2. Immediately after the conclusion of this Agreement, Quicko shall provide the Customer with information about the Account currency selected by the Customer using the Partner's Application.
3. As part of this Agreement, Quicko undertakes to store the Customer's funds collected on the Accounts and to execute the Customer's instructions, including direct debits and transfers subject to the terms specified in the Quicko Terms of Service.
4. Up-to-date information on the services provided by Quicko in connection with the opening and keeping of the Account is available in the Partner's Application.
5. The funds accumulated in the Accounts are free of interest.
6. The accounts shall be kept as individual accounts.
7. The Customer can dispose of funds in the Accounts up to the amount of available funds.
8. The Customer accesses the Accounts using the Partner's Application.
9. The instructions for performing operations on the Accounts using the Partner's Application are submitted by the Customer subject to the terms specified in the Quicko Terms of Service.
10. Quicko executes payment transactions within the deadlines and on the terms specified in the Quicko Terms of Service. Quicko shall be liable for failure to perform or improper performance of a payment transaction in accordance with the principles set out in the Quicko Terms of Service.
11. Quicko charges fees and commissions for the services provided to the Customer under the present Agreement, in accordance with the Table of Fees and Commissions.
12. The agreement for the opening and keeping of a payment account shall be concluded for an indefinite period of time.
13. The Customer has the right to withdraw from the Agreement on opening and keeping a payment account without stating a reason for this withdrawal, by submitting an appropriate statement within 14 days from the date of conclusion of the present Agreement. For this purpose, the Customer may use the template of the statement attached to the Framework Agreement, which was handed over to them before its conclusion.
14. Withdrawal from the Agreement on opening and keeping a payment account does not entail any costs for the Customer, however, if they have agreed to the commencement of services by Quicko before the expiry of the deadline for withdrawal from this Agreement referred to in § 9 s. 14 above, Quicko may demand payment of fees and commissions for the services actually performed, in accordance with the Table of Fees and Commissions.
15. Termination of the Agreement for the opening and operation of a payment account shall take place for the reasons and in the manner indicated in the Quicko Terms of Services.

### **§ 10. Account Statement**

1. Once a month, at the customer's request, Quicko prepares and makes available to the Customer an Account Statement, including the current balance, until 30 of each month (in the case of months that have less than 30 days - until the last day of that month).
2. At the request of the Customer, Quicko shall also make the Account Statement available to the Customer a) by e-mail to the e-mail address indicated by the Customer (free of charge), b) by ordinary letter to the correspondence address indicated by the Customer (the first statement during a given year of the Agreement is free of charge, for subsequent ones a fee is charged in accordance with the Table of Fees and Commissions).
3. The rules for preparing the Statement and its content are set out in the Quicko Terms of Service.

### **III. PAYMENT CARD AGREEMENT**

#### **§ 11. Subject of the payment card agreement**

1. At the request of the Customer, Quicko issues a payment card connected with the Account (hereinafter: "Card").
2. The Customer submits an application for the Card at the conclusion of the Framework Agreement or during its term, by submitting an instruction in the Partner's Application. The positive verification of the Customer on the terms set out in Quicko Terms of Service is prerequisite for the conclusion of the Payment Card Agreement.
3. Detailed rules for issuing and servicing the Card, including the manner and date of its delivery and activation by the Customer, orders and settlement of transactions, as well as the types and functionality of individual Cards are set out in the Quicko Terms of Services.
4. In the case of ordering the Card in physical form, the Card will be delivered to the Customer to the indicated correspondence address in Poland. The Customer will receive the PIN through a separate communication channel.
5. The PIN may be changed with use of the Partner's App.
6. The daily limits of Card transactions performed are specified in the Quicko Terms of Service. The Customer has the option to change these limits using the Partner's Application.
7. Quicko charges fees and commissions for the services provided to the Customer in accordance with the Table of Fees and Commissions.
8. The Agreement is concluded for an indefinite period of time, with the exception of the non-renewable card agreement, which is concluded for a definite period of time until the last day of the Card's validity (the last day of the month indicated on the card).
9. The Customer receives a list of operations performed with the Card as part of the Account Statement, on the terms indicated in § 10 and the Quicko Terms of Service.
10. The Customer may withdraw from this Agreement to the extent that it covers the issuance of a payment card within 14 days from the date of first receipt of a payment card under this Agreement if they have not executed any payment transaction using this card. In this case, Quicko shall reimburse the Customer the amount of fees incurred and may charge the user with the costs related to the issuance of the payment card to the extent provided for in the Quicko Terms of Service.
11. Termination upon termination of the Payment Card Agreement shall be for the reasons and in the manner indicated in the Quicko Terms of Service.

#### **§12. Rules of liability and safety related to the use of the Card**

1. Quicko shall be liable for damages resulting from an unauthorized, non-executed or improperly executed payment transaction using the Card on the terms specified in the Quicko Terms of Service.
2. The Customer is obliged to immediately report loss or destruction of the Card to Quicko.
3. Quicko has the right to block or reserve the Card in the case of:

- a) occurrence of a justified reason related to the safety of trading carried out using the Card – including the possibility of third parties gaining possession of the Card data,
  - b) suspected unauthorized use of the Card, including Card data,
  - c) suspicion of deliberately leading to an unauthorised transaction,
  - d) d) in other cases indicated in the Quicko Terms of Service.
4. The Customer is obliged to:
- a) store the Card and authentication data in a way that prevents its loss or accidental disclosure,
  - b) refrain from sharing the card and card data with other people, unless it is required to make a card transaction or block the card,
  - c) use the Card in accordance with its intended use,
  - d) promptly notify Quicko of any loss, theft, misappropriation of the Card or Card data, unauthorized use of the Card, unauthorized access to the Card.

**Attachment 1 - template of the Framework Agreement withdrawal statement**

Customer Data \_\_\_\_\_

Full name: \_\_\_\_\_

Residence address: \_\_\_\_\_

PESEL: \_\_\_\_\_

Addressee: Quicko sp. z o.o.  
ul. Sienkiewicza 49  
42-600 Tarnowskie Góry



## Attachment 2 – Table of Fees and Commissions

The Table of Fees and Commissions can be found at <https://help.mercuryo.io/hc/en-gb/articles/20926168811933-How-much-does-the-Spend-card-cost>

## STATEMENT

### on withdrawal from the Framework Agreement

I, the undersigned, hereby withdraw from the Framework Agreement for the opening and operation of a payment account, for a payment card and for access to the Partner's payment application no. \_\_\_\_\_ dated \_\_\_\_\_ concluded with Quicko sp. z o.o. to the following extent (*please mark the selected option with an X*):

- ☐ all agreements concluded under and on the basis of the Framework Agreement,
- ☐ Agreement for access to payment services using the Partner's Application,
- ☐ Agreement for opening and keeping the payment account no. \_\_\_\_\_,
- ☐ Payment card agreement No. \_\_\_\_\_.

\_\_\_\_\_  
full name, date

### Note for the Customer:

The Customer has the right to withdraw from the present agreement within 14 days without stating any reason. The deadline to withdraw from the agreement expires after 14 days from the date of conclusion thereof. Statement of withdrawal may be submitted on this template form, but it is only ancillary. In order to meet the deadline for withdrawal from the agreement, the Customer should provide Quicko with information regarding the exercise of the right of withdrawal before the deadline for withdrawal from the agreement expires. In the event of withdrawal, the agreement to which the withdrawal has been submitted shall be deemed not to have been concluded