

## TERMS AND CONDITIONS FOR ONLINE PAYMENTS

### § 1 Definitions

For the purposes of these Regulations, the following terms shall have the following meanings:

1. Customer – a natural person, legal entity or a defective legal person who makes payments under contracts binding him/her with the Service Provider,
2. Terms and Conditions – these rules and regulations, available at: <https://issy38.com.pl/>
3. Service Provider – Why Not Travel Sp. z o.o. z siedzibą w Kielnarowej 108A, 36-020 Tyczyn, entered in the Register of Entrepreneurs under the KRS number 0001135241, NIP 8133380514, REGON 180003786,
4. Autopay S.A. – online payment service provider for payments
5. Contact details of the Service Provider – address: Kielnarowa 108A, 36-020 Tyczyn, phone: +48 17 23 06 801, e-mail: [info@whynottravel.pl](mailto:info@whynottravel.pl).

### § 2 Introductory provisions

(1) The Service Provider shall provide services to Customers on the basis of contracts concluded with them.

(2) The services provided by the Service Provider on the basis of contracts concluded with the Customers are chargeable.

(3) The service provider allows customers to pay for the service using online payment.

4 Online payment is made as follows:

- a) using a payment card \* Visa \* Visa Electron \* Mastercard \* MasterCard Electronic \* Maestro;
- b) using Pay by link automatic payment;
- (c) by rapid bank transfer;
- d) using the BLIK service;

(4) The Service is purchased subject to a positive payment authorisation by the Client within 1 day . Failure to obtain a positive authorisation within this period means that the contract between the Customer and the Service Provider has not been concluded.

### § 3 Payment operator

1. electronic payments, including payment card payments, are handled by a payment operator: Autopay S.A., ul. Powstańców Warszawy 6, 81718 Sopot, KRS number: 0000320590, REGON: 191781561, NIP: 5851351185.

(2) Autopay is an administrator of personal data independent of the Service Provider, and the payment is therefore made on the basis of the regulations of Autopay S.A. , which the Customer accepts by submitting a payment instruction.

3 The privacy policy of Autopay S.A. can be found at the following address:

[https://bluemia.pl/storage/app/media/Bluemia\\_pl/Dokumenty/polityka-prywatnosci.pdf](https://bluemia.pl/storage/app/media/Bluemia_pl/Dokumenty/polityka-prywatnosci.pdf)

4 The Autopay S.A. service including the payment service is provided to the Service Provider's Customers on the basis of an agreement concluded with the Service Provider.

#### § 4 Payment methods

##### 1. Online payment by payment card:

(a) Autopay handles payment card payments without additional intermediation,

(b) payments can be made by Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro,

(c) transactions from selected issuers are additionally secured with the 3DSecure standard, using the Verified by Visa and MasterCard SecureCode payment authorisation protocol.

##### 2. Online payment by credit card: VISA, MasterCard, Masterpass.



##### 3. Pay by link automatic payment:

(a) is a service offered by banks which involves the automatic completion of a transfer form and simple authorisation of the transaction by the customer,

(b) payment is guaranteed, so any message transmitted by Autopay ensures that the customer's bank account is debited.

##### 4. fast bank transfer:

a) payment by fast bank transfer is made on the basis of an intra-bank transfer to the account of Autopay S.A. in the Customer's bank,

(b) the transfer is executed on the basis of generated data which the customer fills in himself in electronic banking.

##### 5. BLIK:

a) Allows you to make payments cashless, using your smartphone, specifically via the bank's app on your phone,

(b) To use this payment method, you must therefore be a customer of one of the participating banks and use mobile banking via an app on your phone,

- (c) BLIKA can also be used by users who are customers of more than one partner bank,
- (d) A transaction in the BLIK mobile payment system is carried out using a 6-digit code generated in the bank's mobile application. The codes are one-time only and their validity expires 2 minutes after they are generated at the Customer's request,
- e) The whole payment process is fast and convenient, the transfer data are filled in automatically, a code is generated after logging in to the bank's app on the phone and the transaction is authorised with it.

## § 5 Payment refunds

(1) In the event that it becomes necessary to return a payment made by the Client, the payment shall be returned to the bank account assigned to the payment card used by the Client in the original transaction, unless the Client has agreed otherwise with the Service Provider.

(2) In any case, the customer will not incur any charges in connection with the form of payment return.

3 The payment will be reimbursed within 14 days of the factual basis for reimbursement.

## § 6 Payment claims

(1) The customer may file a complaint if the payment services provided for in these terms and conditions have not been performed in accordance with the terms and conditions set out in Autopay S.A.'s terms and conditions or the Payment Services Act.

(2) The Customer shall submit a service complaint directly to Autopay. The complaint should be submitted by the Customer without delay.

(3) For details of the complaints procedure, the Customer may contact the payment operator Autopay . The necessary contact details can be found here: <https://autopay.pl>.

(4) The Service Provider may assist the Client in filing a complaint, for this purpose the Client should contact the Service Provider by sending a message to the address: Kielnarowa 108A Street, 36-020 Tyczyn, or by calling +48 17 23 06 801

## § 7 Final provisions

(1) The Service Provider reserves the right to amend the Terms and Conditions. The Terms and Conditions in force on the date of conclusion of the contract shall apply to contracts concluded before the Terms and Conditions were amended.

(2) These Regulations shall apply from 13.12.2023.

3 The administrator of the data indicated by the users within the framework of the concluded services with the Service Provider is: Why Not Travel Sp. z o.o. based in Kielnarowa, Kielnarowa 108A, Tyczyn (36-020), which can be contacted at e-mail address: [rodo@whynottravel.pl](mailto:rodo@whynottravel.pl) or by correspondence to the address indicated above. The basis for the processing of personal data in this case is the necessity for the performance of the contract to which the data subject is a party

(Article 6(1)(b) RODO) or the necessity for the purposes arising from the legitimate interests pursued by the Service Provider with regard to the personal data of persons using the Service Provider's services who are not, however, a party to the Contract on the basis of which the provision of services to the data subject occurs (Article 6(1)(f) RODO).

4 The data administrator for the online payment service is Autopay S.A. . In order to process payments, it is necessary for the Service Provider to make personal data available to Autopay S.A. . The basis for the processing of personal data in this case is the necessity for the purposes of the legitimate interests pursued by the service provider (Art. 6(1)(f) RODO).

5 Each user shall have the right of access to the content of the data and to rectification, erasure or restriction of processing, as well as the right to object, to request the cessation of processing and data portability, as well as the right to withdraw consent at any time and the right to lodge a complaint with a supervisory authority.