

# Terms and conditions of payment services provided to the creator

## § 1 Contact Information

1. The payment services specified in these Terms and Conditions are provided by Coffee Media sp. z o.o., with its registered office in Wrocław, address: al. Dębowa 21, 53-121 Wrocław, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS number: 0000871091, REGON: 387575870, NIP: 7822889658.
2. Coffee Media sp. z o.o. is authorized to provide payment services under a permit issued by the Polish Financial Supervision Authority to operate as a small payment institution. Coffee Media sp. z o.o. is listed in the register of small payment institutions maintained by the Polish Financial Supervision Authority under the number: MIP196/2023. Coffee Media is subject to the supervision of the Polish Financial Supervision Authority for its payment services.
3. For any questions related to these Terms and Conditions, please contact us:
  1. Traditional correspondence address: Coffee Media Sp. z o.o., al, Dębowa 21, 53-121 Wrocław.
  2. Email address: [info@buycoffee.to](mailto:info@buycoffee.to)
4. During the provision of payment services, Coffee Media sp. z o.o. cooperates with:
  1. Krajowy Integrator Płatności, based in Poznań (61-894), at pl. Andersa 3, KRS: 0000412357, NIP: 7773061579, with the status of a national payment institution, registered in the register of national payment institutions maintained by the Polish Financial Supervision Authority under number IP27/2014;
  2. UAB ZEN.COM, a Lithuanian company based in Vilnius, registered at Lvivo g.25, g. 25-104, Vilnius, legal entity code 304749651, holding an electronic money license No. 35 issued by the Bank of Lithuania on May 25, 2018;
  3. BNP Paribas Bank Polska S.A., listed on the Warsaw Stock Exchange since 2011 and part of the BNP Paribas banking group operating in 63

countries. NIP: 5261008546, REGON: 010778878, KRS: 0000011571.

## § 2 Definitions

1. Terms not defined in these Terms and Conditions have the meanings assigned to them in the Act.
2. For the purposes of these Terms and Conditions, we use the following definitions:
  1. **Merchant, Creator, or You** - an entity sharing their creations online, eligible for support via our services, and who has entered or intends to enter into an Agreement with Us;
  2. **Coffee Media sp. z o.o., the Company, or We** - Coffee Media sp. z o.o., with its registered office in Wrocław, address: al. Dębowa 21, 53-121 Wrocław, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS number: 0000871091, REGON: 387575870, NIP: 7822889658, listed in the register of small payment institutions maintained by the Polish Financial Supervision Authority under number MIP196/2023;
  3. **Payer's Provider** - the payment service provider offering payment services to the Payer, particularly by issuing the payment instrument used to initiate the Transaction (e.g., the bank maintaining the Supporter's bank account or the issuer of the Supporter's payment card);
  4. **Business Day** - a weekday from Monday to Friday, excluding Saturdays and public holidays in the Republic of Poland;
  5. **Identification Form** - an interactive electronic form provided via the Service, including the Creator's identification data;
  6. **Intermediary Institution** - an entity other than the Company and the Payer's Provider offering a service through which the Payer transfers funds to the Company to pay the Creator, and through which the Company transfers funds to the Creator, such as a bank, payment institution, credit institution, settlement agent, postal operator, telecommunications operator, or a payment system operator;
  7. **Payer** - an entity supporting online activities and intending to make a payment for this purpose by initiating a Transaction;
  8. **KYC (Know Your Customer) Procedure** - a procedure aimed at identifying the Creator, determining the nature of their activity, assessing the risk of money laundering and terrorist financing

- associated with business relations with the Creator, and verifying their identity using reliable and independent documents or sources;
9. **Creator Panel** - a dedicated part of the Service accessible only to the Creator, allowing them to enter and manage data, view transaction history, request payouts of accumulated funds, modify Payment Service parameters, and update their information;
  10. **Creator's Bank Account** - the Creator's bank account indicated by the Creator to which funds due to the Creator are transferred in connection with the provision of Acquiring Services and Transactions;
  11. **Service Terms and Conditions** - the terms and conditions of the <https://buycoffee.to/> website administered by the Company, available at: [www.buycoffee.to/rules/service](http://www.buycoffee.to/rules/service);
  12. **Terms and Conditions** - these payment service terms and conditions for Creators;
  13. **Service** - the online service available at <https://buycoffee.to/> administered by Coffee Media sp. z o.o.;
  14. **Parties** - the Creator and the Company;
  15. **Transaction** - a payment transaction performed by the Company as part of the Acquiring Service, involving the transfer of funds from the Payer to the Creator through the Payer's Provider, the Company, or other entities, as payment for the Creator's online content;
  16. **Agreement** - an agreement between Coffee Media sp. z o.o. and the Creator for the provision of Acquiring Services under the terms and conditions set forth herein and in the annexes that form an integral part of these Terms and Conditions;
  17. **Acquiring Service** - an acquiring service provided by the Company to the Creator, enabling Transactions initiated by the Payer's payment instrument directly or via the Creator, involving the receipt of funds from the Payer by the Company on behalf of the Creator, which are then transferred to the Creator;
  18. **URF** - the Act of August 5, 2015, on the handling of complaints by financial market entities and on the Financial Ombudsman;
  19. **Act** - the Act of August 19, 2011, on Payment Services;
  20. **AML Act** - the Act of March 1, 2018, on Counteracting Money Laundering and Terrorist Financing;
  21. **Legal Requirements** - all applicable legal regulations, rulings, decisions, or other acts that the Company is required to comply with

in connection with entering into and performing the Agreement.

### **§ 3 Subject of the Terms and Conditions**

The purpose of these Terms and Conditions is to define the rights and obligations of the Parties and the rules of cooperation in connection with the Agreement and the provision of services by the Company to the Creator, particularly the Acquiring Service, during the term of the Agreement.

### **§ 4 Conclusion of the Agreement**

1. The conclusion of the Agreement requires:
  1. the Creator to create a profile on the Service, under the terms separately specified in the Service Terms and Conditions;
  2. the Creator to provide data covered by the Identification Form, including personal data;
  3. the Creator to submit the information and documents required under § 5.2(a);
  4. positive verification of the Creator's identity and risk assessment under § 5.2(a);
  5. acceptance by the Creator of these Terms and Conditions and other annexes constituting an integral part of the Agreement.
2. The Company reserves the right to refuse to enter into the Agreement, particularly in cases of non-compliance with the requirements of these Terms and Conditions, negative identity verification, or negative risk assessment of the Creator under the KYC Procedure referred to in § 5.
3. The Agreement is concluded on the day the Creator completes all actions specified in point 1 above. Subsequently, the Company promptly provides the Creator with access to the Acquiring Service. For Creators who are legal entities or organizational units without legal personality, the process may take longer due to the extended time required for the Company to fulfill its obligations under the KYC Procedure outlined in § 5.
4. If the Creator exceeds the transactional limit of 4000 PLN within 30 days from the date of the Agreement, additional identification and verification of the Creator will be required. The Creator will be requested to provide additional identification and verification data under § 5.2(b). Until the identification and verification process is completed in accordance with § 5.2(b), the provision of the Acquiring Service will be temporarily suspended.

5. The Company provides the Creator with access to the Acquiring Service, assigns an internal identifier, grants access to the Creator Panel, and provides the Creator with relevant information and technical support.

## **§ 5 KYC Procedure**

1. The Company is entitled, at any time—before or after the Agreement is concluded—to carry out actions aimed at identifying the Creator, verifying their identity, and assessing risks associated with business relations with the Creator, as required by Legal Requirements and the AML Act.
2. Detailed rules for Creator Account registration and identity verification are specified in the Creator Registration Rules for buycoffee.to, available at: [www.buycoffee.to/rules/registration](http://www.buycoffee.to/rules/registration).

## **§ 6 Rights and Obligations of the Parties**

1. The Creator agrees to provide the Company with accurate and truthful data, including personal data, and to promptly notify the Company of any changes to ensure the data remains accurate and up to date. Notifications regarding data changes may be submitted via the Creator Panel. The Creator must ensure that the Company has updated contact information to facilitate ongoing communication regarding all matters related to the Agreement.
2. The Company is not responsible for any damages suffered by the Creator due to failure to inform the Company about changes to the Creator's data in accordance with point 1 above.
3. The Company enables payments using the Acquiring Service for all Payers wishing to make payments in support of the Creator's online activities.
4. The Creator agrees to use the Acquiring Service solely for the purpose of receiving payments as described in point 3 above, in accordance with the Agreement.
5. The Company provides the Creator with a list of Transactions accepted for processing on a given day, no later than the end of the day the Transaction is accepted for processing, or, if the day is not a Business Day, by the end of the next Business Day.
6. Data exchange between the Company and the Creator will occur via the Service.
7. For the purposes of executing the Agreement, the Company will use information channels ensuring the security of transmitted personal data and Transaction security.

8. The Creator must use the Service in compliance with applicable laws, good practices, and all documentation provided by the Company regarding the use of the Service. The Creator agrees to adhere to the [Service Terms and Conditions](#) and [Community Guidelines](#).
9. The Creator is required to maintain a Bank Account with a Polish IBAN for the entire duration of the Agreement to receive funds from Transactions.
10. The Creator agrees to cover the Company's fees in the form agreed upon with the Company, as specified in § 8. Fees may be determined via a fee and commission table or through an individually agreed arrangement between the Company and the Creator.
11. The Creator agrees to cooperate with the Company in resolving disputes related to Transactions, particularly by providing all available documents or explanations regarding User complaints.
12. Each Party is required to adhere to established security procedures. In particular, the Creator must not disclose Payer data to unauthorized persons.

## **§ 7 Acquiring Service**

1. The Creator authorizes the Company to receive funds from Payers as donations to the Creator, for the purpose of transferring these funds to the Creator under the terms of these Terms and Conditions.
2. Through the Creator Panel, the Creator may select the option to receive one-time or recurring donations in an amount determined by the Creator. The Creator selects the recurring donation option independently via the functionalities in the Creator Panel.
3. Recurring donations are made—according to the Payer's instructions—every 30 days from the date of the first donation. The provisions of the Terms and Conditions concerning one-time Transactions shall apply to recurring donations.
4. The Creator may define support tiers, including in the case of recurring donations. Any changes to support tiers require the Payers' consent.
5. The Creator may disable the recurring donations option. Re-enabling it requires re-engagement from the community (Payers).
6. Transactions are conducted in Polish currency (PLN).
7. Transactions are initiated by the Payer through the Creator based on a payment link generated by the Creator.
8. The Company submits the payment order initiated by the Payer through the Creator to the Payer's Provider within no more than 1 (one) Business Day.

9. Upon receiving confirmation of the Transaction from the Payer's Provider, the Creator is automatically notified via the Creator Panel or email. This notification serves as confirmation of the Transaction being accepted for processing by the Company.
10. The Company credits the Transaction amount to the Creator's Account automatically after the Company's account is credited with the Transaction amount.
11. The Company maintains a record of funds in the Creator's Account. This record is visible to the Creator through the Creator Panel.
12. Transactions are executed by transferring funds from the Creator Account to the Creator's Bank Account via bank transfer. The transfer is considered completed once the Company submits the payment order to its account provider. The Company is not responsible for delays or non-execution of the transfer resulting from incorrect or incomplete data provided by the Creator, or delays due to external factors beyond the Company's control.
13. Payouts are processed according to the Creator's instructions submitted via the Creator Panel, no later than 1 (one) Business Day after the instruction is received.
14. The Company charges fees to the Creator in accordance with the provisions of § 8 of these Terms and Conditions.
15. The Company provides a detailed specification of payments for each settlement in a format agreed upon in the Service's technical documentation, including data for each Transaction being settled.
16. The Company is not responsible for delays or inability to identify Transactions due to circumstances beyond its control, such as how the Transaction is marked by the Payer's Provider or Intermediary Institutions.
17. The Company is not liable for delays in processing Transactions caused by circumstances related to the Payer's Provider, Intermediary Institutions, or the Creator, as well as delays due to other circumstances beyond the Company's control, including force majeure.
18. Funds are credited to the Creator's Bank Account specified by the Creator. The Creator may change their Bank Account in their [buycoffee.to](https://buycoffee.to) profile. Transactions to the updated Bank Account will be processed starting from the first Business Day following the approval of the new Bank Account by the Company.
19. The Company may refuse or suspend a Transaction if the requirements specified in these Terms and Conditions are not met or under applicable

legal regulations, including as ordered by relevant authorities. This applies especially in cases such as: a) doubts regarding the Transaction's compliance with applicable laws or the Agreement; b) a negative risk assessment of the Transaction; c) security concerns related to the Transaction; d) suspicion of unauthorized use of the Acquiring Service or unauthorized Transactions; e) the circumstances outlined in § 6.2(b) – until the identification and verification process is completed.

20. The Company notifies the Creator of any refusal or suspension of a Transaction unless prohibited by law or unjustified for security reasons.
21. In the case of recurring donations, the Company informs the Creator about: the first recurring donation made by the Payer, the cancellation or suspension of a recurring donation by the Payer, via a notification sent to the email address provided by the Creator during account registration.

## **§ 8 Fees**

1. The Company charges fees to the Creator for providing the Acquiring Service.
2. In the case of recurring donations, the first payout of the donation amount in a month is free of charge. Each subsequent payout in the same month incurs a fee of PLN 6.90.
3. The commission due to the Company for recurring donations is 5% of the Transaction amount.
4. Fees may be specified via a fee and commission table or through an individually agreed arrangement with the Creator.
5. If the Company uses a fee and commission table ("TOiP"), the Company may amend the TOiP under the following circumstances:
  1. Introduction of new paid additional services under these Terms and Conditions,
  2. Limitation of currently provided services,
  3. Changes in the business profile,
  4. Other market changes.
6. Amendments to the TOiP are implemented in accordance with the procedure for amending these Terms and Conditions, as outlined in § 10.
7. The Company deducts commissions from the Transaction amount owed to the Creator.
8. The Company issues invoices to the Creator for the total commissions collected in a given month. Invoices are issued on a monthly basis on the

last day of each month and made available to the Creator by the 15th day of the following month.

9. Invoices are accessible in the Creator Panel in electronic form. The Creator consents to receiving invoices and their corrections electronically.

## **§ 9 Duration of the Agreement**

1. The Agreement is concluded for an indefinite period.
2. The Creator may terminate the Agreement at any time with immediate effect by submitting a termination notice to the Company at the address specified in § 1 of these Terms and Conditions. The termination notice must be in written form to be valid.
3. The Company may terminate the Agreement at any time with one month's notice by providing a written termination notice to the Creator.
4. The Company may terminate the Agreement with immediate effect if:
  1. The Creator violates the provisions of the Agreement, the Service Terms and Conditions, or the Community Guidelines.
  2. The Creator engages in actions contrary to applicable laws, affecting the performance of the Agreement.
  3. The Creator provides inaccurate, false, or incomplete data to the Company, or uses falsified, modified, counterfeit, or fake documents, potentially causing harm to the Company.
  4. The Creator fails to submit requested explanations, information, or documents necessary for the KYC Procedure within the timeframe set by the Company.
5. To effectively terminate the Agreement, the Creator must settle their Account by requesting the payout of any funds accumulated in their Creator Account to the specified bank account.

## **§ 10 Amendments to the Terms and Conditions**

1. The Company reserves the right to amend these Terms and Conditions in the following circumstances:
  1. Introduction, repeal, or amendment of legal regulations applicable to the services provided by the Company to the Creator under these Terms and Conditions.
  2. Expansion, modification, or limitation of service functionalities, changes in the terms of use by the Creator, introduction of new services, or discontinuation of certain activities provided to Creators.

3. Issuance of court rulings, decisions, recommendations, or guidance from the National Bank of Poland, the Polish Financial Supervision Authority, or other administrative authorities affecting the provisions of these Terms and Conditions.
  4. Changes in legal status requiring amendments to these Terms and Conditions.
  5. Issuance of court decisions or binding administrative acts by relevant authorities necessitating amendments to these Terms and Conditions.
2. The Company informs the Creator of any amendments via email. Amendments take effect at the time specified by the Company, but not earlier than 14 days from the date the notice is sent. The Creator is bound by the amended Terms and Conditions unless they terminate the Agreement before the effective date of the amendments.

## **§ 11 Complaints**

1. Complaints regarding services provided under these Terms and Conditions may be submitted:
  1. In writing: delivered in person at the Company's registered office or sent by post to Coffee Media Sp. z o.o., al. Dębowa 21, 53-121 Wrocław
  2. Orally: by phone, after scheduling a call through a form provided by the Company.
  3. Electronically: via email to [info@buycoffee.to](mailto:info@buycoffee.to).
2. Complaints should include at least:
  1. Grounds for the complaint.
  2. Contact address, or, if requesting a response via email, an email address.
3. The Creator is required to provide explanations and assistance in matters related to the submitted complaint, provided this does not conflict with applicable laws. Any explanations must be provided within 7 days of receiving a request from the Company.
4. Complaints are processed without undue delay, but no later than 15 Business Days from the date of receipt. In particularly complex cases, the processing time may be extended to 35 Business Days, in which case the Company will explain the reasons for the delay, identify circumstances requiring clarification, and provide an estimated resolution date.

5. Responses to complaints will be provided in writing or, upon agreement with the Creator, electronically via email.
6. Creators who are consumers may utilize alternative dispute resolution mechanisms, including:
  1. Proceedings before the Financial Ombudsman under the provisions of the URF Act. Details are available at [www.rf.gov.pl](http://www.rf.gov.pl).
  2. Arbitration at the Arbitration Court at the Polish Financial Supervision Authority, as specified in the Court's rules, available at [www.knf.gov.pl](http://www.knf.gov.pl). Participation requires the consent of both parties.

## **§ 12 Liability**

1. The Company bears no responsibility for the non-performance or improper performance of the Creator's obligations to Payers.
2. The Creator is liable for any losses or fraud resulting from their failure to promptly inform the Company of changes to their data or contact details.
3. The Company is not responsible for incorrect Transaction details provided by the Creator, such as the Transaction amount.
4. The Company's liability to the Creator, insofar as it is not excluded by law or the Agreement, is limited to actual losses.
5. If the Creator suspects or identifies any irregularities, unauthorized Transactions, security breaches, improper performance, or non-performance of Transactions or the Agreement, they must report these issues to the Company immediately, but no later than 7 Business Days from when the issue was identified. Failure to do so voids claims related to unauthorized, unperformed, or improperly performed Transactions.
6. The Company's liability is excluded in cases of force majeure or legal compliance.
7. The Company reserves the right to initiate refunds to Payers if the Creator violates the Terms and Conditions, the Service Terms and Conditions, or applicable laws.

## **§ 13 Final Provisions**

1. These Terms and Conditions are available for download on the Service.
2. Communication between the Company and the Creator will occur via email, telephone, or traditional mail. The Creator bears the cost of communication per their service provider's rates.
3. If any provisions of the Agreement are deemed invalid or unenforceable, the remaining provisions remain in effect. The invalid provisions will

be replaced with terms that best achieve the purpose of the Agreement.

4. The Agreement is governed by Polish law.
5. The Agreement is concluded exclusively with the Creator and cannot be transferred to third parties without the Company's prior written consent.
6. Disputes unresolved amicably will be resolved by a competent Polish court.
7. These Terms and Conditions are effective as of February 1, 2025.

## **Fees and Commissions Table (FCT)**

### One-time Payments

Service fee: 7.5%

Transaction cost: 2.5%

Total commission: 10%

### Recurring Payments

Service fee: 2.5%

Transaction cost: 2.5%

Total commission: 5%

### Targeted Collections

Service fee: 7.5%

Transaction cost: 2.5%

Total commission: 10%