

Terms of use for the website

buycoffee.to

§1. General Provisions

1. These Terms and Conditions define the rules for using the online Service available at <https://buycoffee.to/>, including the rules for the provision of services by the Company, the principles of concluding and enforcing the agreement for the provision of electronic services with the Creator, the rules for conducting transactions by Us, and the procedure for submitting complaints.
2. The Service is administered by Coffee Media sp. z o.o., with its registered office in Wrocław, address: al. Dębowa 21, 53-121 Wrocław, entered into 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, holding the status of a small payment institution, entered into the register of small payment institutions maintained by the Polish Financial Supervision Authority under number: MIP196/2023.
3. The Service is an online platform enabling the provision of financial support to Users seeking such support for their Activity (Creators) by Users willing to provide such support (Supporters).
4. The Company's services provided under these Terms and Conditions constitute electronic services within the meaning of the Act of July 18, 2002, on the provision of electronic services.
5. Pursuant to the provisions of Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022, on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) (hereinafter: "DSA"), the Administrator has designated a contact point for direct communication with EU Member State authorities, the European Commission, the Digital Services Board, and Service Users regarding matters regulated by the DSA. The contact point is available at: info@buycoffee.to.
6. To the extent that the use of the Company's websites and the payment services provided by it are governed by separate agreements or regulations binding between the Company and the User, such

agreements or regulations take precedence over these Terms and Conditions.

7. The condition for using the Company's services provided within the Service is to read and accept these Terms and Conditions.

§2. Definitions

The following terms used in these Terms and Conditions shall have the meanings ascribed to them below:

1. **Cookies** - small text information sent by the Service (website) and stored on the User's device (usually on the hard drive).
2. **Personal Data** - information collected within the Service by Coffee Media during registration (data provided by the User in the registration form) and during subsequent use of the Service, including information and personal data of the User processed by Coffee Media for the purpose of proper service provision or other legally permissible purposes. Detailed information on personal data processing is available in the Service's Privacy Policy.
3. **Donation** - monetary funds transferred to the Creator or the Company by the Service User.
4. **Activity** - activities related to creating content available on the Internet authored by the Creator.
5. **Subscription Functionality** - a functionality of the Service enabling the Creator to activate on their Account the ability to receive Donations in the form of Recurring Payments from Supporters.
6. **Account** - an individual account of the User enabling specific actions within the Service.
7. **Creator Account** - an Account as specified in § 7 of these Terms and Conditions.
8. **Materials** - all data and content published or otherwise provided in the Service by the Creator, visible to Supporters and owned by the Creator.
9. **Coffee Media, Company** - the entity owning the Service and providing services within it – Coffee Media sp. z o.o., NIP 782-28-89-658, which also acts as a service provider under the Act of July 18, 2002, on the provision of electronic services.
10. **Non-conformity** – a discrepancy between the Account Service and the Account Service Agreement (criteria for evaluating service compliance are defined in Article 43k (1-2) of the Consumer Rights Act).

11. **Billing Period** – the period for which a single Recurring Payment is processed.
12. **Payment Operator** - an enterprise responsible for an independent payment system enabling online payments between the Supporter and the Creator.
13. **Recurring Payment (Subscription)** – a form of Support consisting of regular, automatic transfer of a Donation by the Supporter to a selected Creator at fixed 30-day intervals until cancelled by the Supporter.
14. **Creator Profile** - an individual profile containing, among others, Materials and information about the Creator and their work.
15. **Terms and Conditions** - these Terms and Conditions.
16. **Registration** - the act of providing the User's Personal Data to the extent necessary to use the Service.
17. **Service** - the online portal available at www.buycoffee.to, administered by the Company.
18. **Subscription** – a voluntary commitment by the Supporter to make Recurring Payments to a selected Creator, automatically renewed in subsequent Billing Periods until the Subscription is cancelled.
19. **Creator** - any User of the Service with a Creator Account conducting an Activity.
20. **Agreement** - an agreement for the provision of electronic services within the meaning of the Act of July 18, 2002, on the provision of electronic services concluded between Coffee Media and the User upon acceptance of the Terms and Conditions.
21. **Donation Agreement, Donation** - an agreement concluded each time via the Service between the Creator and the Supporter, involving a gratuitous monetary contribution from the Supporter to the Creator.
22. **Account Service Agreement** – an agreement for the provision of digital services within the meaning of the Consumer Rights Act, whereby the Company provides the User with the Account Service free of charge for an indefinite period, and the User provides the Company with personal data.
23. **Account Service** – a digital service within the meaning of the Consumer Rights Act, involving the creation and maintenance of the User's Account by Coffee Media.
24. **Services** - services provided by Coffee Media, ensuring the proper functioning of the Service, including enabling Donations between Users

and auxiliary services, such as the ability to post materials and content via the Creator Profile to facilitate identification by potential Supporters.

25. **User** - any adult natural person with full legal capacity, legal entity, or organizational unit without legal personality using the Service. Users may include individuals lacking full legal capacity, provided they have obtained consent from a legal representative. Coffee Media is not responsible for actions or consequences of actions taken by such individuals without the consent of their legal representative.
26. **Supporter** - an entity transferring a Donation to a selected Creator or the Company.
27. **Support** - a payment transaction conducted via the Service.

§3. Services Provided Within the Service

1. The Company's activities within the Service involve administering and continually developing the Service. The services provided by the Company enable Support to be transferred to the Creator; however, the Company is not a party to the Donation Agreement or any other agreement between the Creator and the Supporter.
2. Within the Service, the Company enables Creators to:
 - Register a Creator Account** and use the functionalities of the Creator Account.
 - Transfer Support** between Supporters and Creators.
 - Transfer Support** for the development of the Service.
 - Publish **materials and content that facilitate their identification**, including specifying the type of Activity conducted by the Creator.
3. Within the Service, the Company enables Creators and third parties to **advertise their services and products** via the Service by providing advertising space. The provision of such services is subject to a separate agreement with the Company for a specified fee.
4. Within the Service, the Company provides **acquiring services** to Creators under terms separately specified in the Payment Services Regulations for merchants.
5. In the context of acquiring services, the Company cooperates with the Payment Operator. When Support is provided using payment methods supported by the Payment Operator, the Supporter must review and accept the Payment Operator's service regulations.
6. The Company is not a party to any agreement, particularly the Donation Agreement, concluded between the Supporter and the Creator.

7. The Company is not a party to any arrangements, obligations, or legal relationships between the Creator and the Supporter, beyond the scope of providing the Services defined in the Terms and Conditions. Donations transferred via the Service are voluntary and do not constitute mutual consideration or payment for any services, goods, or other benefits. The Company is not liable for the performance, non-performance, or improper performance of any promises, declarations, or obligations made by Creators to Supporters.

§4. Rules for Using the Service

1. The Service cannot be used by individuals who do not agree to the Terms and Conditions. If you do not agree to the Terms and Conditions, you should immediately discontinue using the Service.

2. Using the Service is free of charge, except for services explicitly described as fee-based. No additional software installation or registration is required. However, using functionalities dedicated to Creators requires Registration as described below.

3. To properly use the Service and its functionalities, the following technical requirements must be met:

A device with Internet access,

An email account,

A browser capable of running a JavaScript engine (e.g., V8),

Cookies enabled in the browser.

4. Coffee Media reserves the right to display advertising content within the Service as an integral part of it.

5. It is prohibited to use the Service to distribute illegal content, violate third-party rights, or act contrary to good practices. In particular, the following are not allowed:

Using the Service in a manner that violates or is aimed at violating applicable laws and the Terms and Conditions,

Taking any actions to the detriment of Coffee Media or the User, aimed at disrupting the normal functioning of the Service,

Posting humiliating, offensive, degrading, vulgar, or erotic content, as well as disseminating false information,

Sharing materials promoting ideologies or propaganda deemed unconstitutional in Poland,

Sending unsolicited advertising or marketing messages (spam),

Violating copyrights held by Coffee Media or Users,

Impersonating another User,

Copying, reproducing, or using Service content, in part or in whole, without prior consent from Coffee Media,

Automatically scraping information from the Service, e.g., using scripts.

6. Browsing publicly available content on the Service does not require registration. Using the Company's services as a Creator requires creating an Account as specified in the Terms and Conditions.
7. Supporters may make a one-time Donation to a Creator without registering an Account in the Service. Making Recurring Donations (Subscriptions) requires prior registration and possession of an Account in the Service, as well as consent to recurring charges on the selected payment method, and is only possible with respect to Creators who have activated the Subscription Functionality.
8. Coffee Media may temporarily suspend access to the Service for security reasons or due to technical maintenance, updates, or modernization, for the period necessary to eliminate the threats or failures. Coffee Media does not guarantee uninterrupted Service availability.
9. Coffee Media will endeavor, where possible, to inform Users in advance of planned interruptions or disruptions that may affect the Service.
10. Coffee Media may provide links to Users' or third-party websites within the Service. By using such links, you leave the Service, and Coffee Media accepts no responsibility for the content on external websites.

§5. User Account

1. To conclude an Account Service Agreement, the User must:

Visit the Service website and click the "Register" tab.

Complete the registration form by providing:

Account name;

Link to online work;

Email address;

Password created by the User.

Check the required checkbox confirming acknowledgment and acceptance of the Terms and Conditions and the Privacy Policy.

Click the "Create Account" button.

2. Clicking the "Create Account" button signifies that the User has entered into an Account Service Agreement.
3. The User gains access to their Account immediately after clicking the "Create Account" button.
4. The User's Account may be used as a Creator Account or as a Supporter Account, depending on the scope of functionalities used by the User within the Service. Detailed provisions in this regard are set out in these Terms and Conditions and in separate regulations governing the use of the Service by Creators and Supporters.
5. Account registration is required for using Service functionalities that require User identification, in particular for entering into and managing Subscriptions.
6. A single User may hold only one Account in the Service. It is not permitted to create more than one Account using the same identification data, in particular the same email address, nor to create Accounts for the purpose of circumventing the provisions of the Terms and Conditions. If a violation of the above prohibition is found, the Company may take steps to block the Account and subsequently terminate the Agreement.
7. Coffee Media informs Users that maintaining compliance with the Account Service Agreement does not require any updates from the User.
8. If access to the Account is not provided immediately after the Account Service Agreement is concluded, the User should request the Company to provide access immediately. The request may be sent via email to **info@buycoffee.to**. If the Company does not provide access immediately after receiving the request, the User may withdraw from the Agreement.
9. The User may terminate the Account Service Agreement at any time without justification with immediate effect. Withdrawal from the Agreement is also possible within 14 days of its conclusion under Article 27 of the Consumer Rights Act.
10. Termination of the Agreement and closure of the Account by a User who is not a Creator is done by using the appropriate functionality available in the Account panel of the Service. After clicking the "Delete Account" option, the Supporter's account is deactivated for a period of 30 days and permanently deleted after 30 days.
11. Upon account deactivation, all of the User's recurring Subscriptions are cancelled.
12. In the event of legal violations or breaches of the Terms and Conditions by the User, or the provision of unlawful content, the Company may

terminate the Agreement with seven days' notice. After the notice period, the Account is permanently deleted. The Company may block access to the Account during the notice period.

13. Blocking or deleting the Account does not affect Donation Agreements concluded by the User before the Account was blocked or deleted.

§ 6. Creator Account Registration

1. To use the Service functionalities enabling Support from Supporters, Users must register a Creator Account. Upon completing registration and accepting the Terms and Conditions, an agreement is concluded between the Company and the Creator under which the Company provides the services described in § 3.2 of the Terms and Conditions. At the moment of registration, the User attains Creator status and concludes an agreement (Creator Agreement) with the Company. The Creator Agreement encompasses payment services and additional auxiliary services provided within the Service.
2. The Account is created independently by the User through registration on the Service. To register an Account, the User must complete the registration form available on the Service website www.buycoffee.to. Registration and Account creation are free of charge. By registering, the User declares that they have reviewed and accept the current version of the Terms and Conditions, Privacy Policy, and Payment Services Regulations for merchants, including the rights and obligations arising from them.
3. Detailed rules for registering a Creator Account and verifying the Creator's identity are outlined in the Creator Registration Rules available at: buycoffee.to/rules/registration

§ 7. Creator Account

1. The purpose of the Creator Account is to facilitate Support for the development of the Creator's Activity. The transfer of Support is conducted under the rules set out in the Payment Services Regulations.
2. The Creator Account undergoes substantive and formal verification by Coffee Media for compliance with the Terms and Conditions and applicable laws, including the DSA and regulations on anti-money laundering and counter-terrorism financing. Coffee Media reserves the right to monitor the content of each User Account to ensure compliance with the Terms and Conditions, in particular whether the conditions set forth in the Act of March 1, 2018, on Counteracting Money Laundering and Terrorism Financing are met. If irregularities are detected or explanations are not provided by the Creator, the Account may be suspended or deleted.

3. Obtaining Creator status indicates the Creator's consent to receive Support from Users in the form of Donations.
4. The Creator may, within the Service's functionalities, activate the Subscription Functionality on their Account, enabling Supporters to make Recurring Payments on their behalf. Until the Creator activates the Subscription Functionality, Supporters cannot enter into Subscriptions or make Recurring Payments to that Creator. Once the Subscription Functionality has been activated, the Service does not provide a functionality to disable or deactivate the ability to receive Recurring Payments. The Creator acknowledges that Subscription Activation is permanent.
5. Donations to the Creator are disbursed in accordance with the Payment Services Regulations, which the Creator must accept. The Company cooperates with the Payment Operator for this purpose.
6. The Company may refuse to disburse Donations to the Creator in cases of:
 - A justified suspicion that a transaction or certain assets may be linked to money laundering or terrorism financing;
 - A justified suspicion that the assets involved in the transaction derive from a crime other than money laundering or terrorism financing, or from a fiscal crime, or are associated with a crime other than money laundering or terrorism financing, or with a fiscal crime.
7. In the cases outlined in paragraph 6 above, the Company will suspend the disbursement of Donations, notify the Creator, and inform the relevant supervisory authorities.
8. During the disbursement process, the Coffee Media system may require two-factor authentication, including:
 - The Creator's Account password on buycoffee.to;
 - A verification code sent to the Creator's email at the time of the disbursement request.
9. The Company is not responsible for the Creator's fulfillment of legal obligations, including tax liabilities.

§ 8. Support Provided by Supporters

1. Supporters may choose one or more Creators and decide to support their Activities by making one-time monetary contributions, and in the case of Creators who have activated the Subscription Functionality – also by making monthly (recurring) monetary contributions in the form of a Subscription, under the rules specified in these Terms and Conditions.

2. When a Supporter chooses a Subscription, they consent to automatic renewal of the Donation in each subsequent Billing Period until the Subscription is cancelled.
3. The Supporter may cancel the Subscription at any time via the Supporter's Account, without providing a reason. Cancellation takes effect only going forward.
4. Cancellation of the Subscription does not result in a refund of Donations already transferred to the Creator, nor does it affect the Donation for the current Billing Period if it has already been successfully collected.
5. In the case of Recurring Payments, each completed Donation constitutes a separate Donation Agreement between the Supporter and the Creator.
6. Once a payment is confirmed by Coffee Media, the Creator is automatically notified of the payment via the Service.
7. The Donation Agreement between the Supporter and the Creator is concluded when the transaction is completed.
8. Supporters may choose to add a Voluntary Donation for Coffee Media to their payment in an amount selected by the Supporter. The Donation is free of any charges.
9. Coffee Media does not charge Supporters any fees for Donations made by them.
10. Supporters consent to transferring Donations to the Creator or Coffee Media using the payment system operated by the Payment Operator.
11. Coffee Media will confirm and forward Supporter payments identified by transaction numbers and corresponding amounts to the Service.
12. In specified cases, the Payment Operator reserves the right to additionally verify transactions, Creators, and Supporters for risk assessment purposes.
13. To mitigate risk, Coffee Media has implemented the following procedures:

Single transactions cannot exceed 1,500 PLN, and linked transactions cannot exceed 15,000 EUR in value (a transaction whose equivalent exceeds 15,000 EUR, carried out through more than one operation where circumstances indicate the operations are related and were intentionally split into smaller amounts).
14. Coffee Media may refuse to process payments from Supporters in cases specified by applicable law, in particular laws on counteracting money laundering and terrorism financing.

§ 9. Materials Provided in the Service and Copyright

1. All copyrights and related rights to the Service and its content originating from the Company belong to the Administrator or are subject to licenses obtained by the Company.
2. The Company declares that it holds exclusive and full proprietary rights to the Service and its content or has obtained relevant licenses, and these rights are not encumbered by third-party claims.
3. All Materials posted by Users in the Service are public and may be made available publicly within the Service.
4. By posting copyrighted Materials in the Service, Creators grant Coffee Media a free, non-exclusive, unlimited license to use them for providing Services and delivering Service functionalities, as well as for marketing and promotion of the Service and Creator Activities, by making such Materials publicly available in the Service in a manner allowing anyone to access them at a place and time of their choosing.
5. In cases of third-party claims against the Company for infringement of proprietary copyrights, the Company will promptly inform the Creator entitled to those rights. The Creator referred to in the preceding sentence will indemnify the Company against the above infringement, in particular:

Release the Company from the obligation to pay any damages or compensation for the above infringement;

Cover the costs incurred by the Company from court-ordered obligations to remedy the consequences of infringements;

Cover the costs incurred by the Company in connection with the above claims raised by a third party;

Join the proceedings brought against the Company as an intervening party on the Company's side;

Provide the Company with all support, information, and documents necessary for the protection of the Company's legal interests.

§ 10. Company's Remuneration

1. The Company is entitled to remuneration for payment services provided to the Creator.

The remuneration may be determined in a fee and commission table or individually agreed with the Creator.

If the Company establishes a fee and commission table (the "TOiP"), the Company reserves the right to amend the TOiP in cases of:

Introduction of new paid additional services under the Terms and Conditions,

Reduction of currently offered services,

Change of business profile,

Other market changes.

Changes to the TOiP are introduced in accordance with the procedure for amending the Terms and Conditions.

Commission is deducted from the amount of Support due to the Creator.

The Company issues an invoice to the Creator for the total commission charged in a given month. Invoices are issued monthly on the last day of the month and made available to the Creator by the 15th of the following month.

Invoices are sent to the Creator electronically via the Creator Panel in the "Withdrawals" section. The Creator consents to receiving invoices and corrections electronically.

The Creator is entitled to one free withdrawal of funds per calendar month; each subsequent withdrawal within the same month incurs a fee, payable upon requesting the withdrawal as per the TOiP.

The Company's remuneration also includes voluntary Donations from Supporters to the Company (so-called "tips").

§ 11. Violations of the Terms and Conditions

1. If a Creator violates legal provisions or these Terms and Conditions, Coffee Media may:

Send a warning to the Creator requesting the cessation of the violating activities,

Restrict some or all functionalities of the Account,

Temporarily block the Account,

Delete the Account from the Service.

2. The provisions of paragraph 1 above also apply if the Company determines that the content shared by the Creator on the Service is illegal, violates applicable law, good practices, the policies and rules of the Service, in particular if it is inconsistent with the nature or purpose of the Service, infringes or may harm the good name, reputation, or credibility of the Company, the Service, or other Users, or may mislead

Users or third parties about the Company's activities or the rules governing the Service.

3. Coffee Media will notify the Creator of warnings, restrictions, blocks, or account deletions by sending a message to the email address provided during registration.
4. In cases specified in § 11.1, the User is entitled to file a complaint under the procedure outlined in § 12 of the Terms and Conditions.
5. Deletion of the Account, as mentioned above, terminates the agreement for the provision of services to the User. The Company will promptly disburse the funds collected by the Creator under the rules specified in the Payment Services Regulations for merchants.
6. Coffee Media may refuse to provide services and delete an Account if it has been re-registered following termination by Coffee Media or deletion of the User's Account due to violations of legal provisions or the Terms and Conditions.

§ 12. Complaints

1. The provisions of this § 12 apply exclusively to Users who are Consumers or Entrepreneurs with Consumer Rights.
2. Complaints regarding the improper operation of the Service or other services under the Terms and Conditions may be submitted:

In writing – in person at the Company's headquarters or via post to:
Coffee Media Sp. z o.o., Al. Dębowa 21, 53-121 Wrocław

Orally – by telephone, after scheduling a call via the complaint submission form provided by the Company;

Electronically – via email to info@buycoffee.to

3. The Service provided to the User by the Company must comply with the Service Agreement throughout the entire duration of service provision.
4. The Company is liable for any Non-conformity revealed during the provision of the Account Service.
5. If a Non-conformity is identified, the User may submit a complaint requesting that the Account Service be brought into compliance with the Account Service Agreement.
6. The complaint should include:
 - The User's name and surname;
 - Email address;
 - Description of the identified Non-conformity;

Request to bring the Account Service into compliance with the Account Service Agreement.

7. The Company may refuse to bring the Service into compliance if it is impossible or would entail excessive costs.
8. After reviewing the complaint, the Company will respond by:
 - Accepting the complaint and providing a planned timeframe for compliance;
 - Refusing compliance due to reasons specified in paragraph 7 above;
 - Rejecting the complaint as unfounded.
9. The Company will respond to the complaint via email within 14 (fourteen) days of receipt.
10. If the complaint is upheld, the Company will bring the Service into compliance at its expense within a reasonable timeframe without undue inconvenience to the User, considering the nature and purpose of the Service. The planned timeframe for achieving compliance is indicated in the response to the complaint.
11. If a Non-conformity is revealed, the User may submit a statement of withdrawal from the Service Agreement when:
 - Achieving compliance of the Service with the Agreement is impossible or would require excessive costs;
 - The Company failed to bring the Service into compliance in accordance with paragraph 10 above;
 - The Non-conformity persists despite the Company's attempts to achieve compliance;
 - The Non-conformity is significant enough to justify withdrawal without first requesting the Company to achieve compliance;
 - It is clear from the Company's statements or circumstances that the Company will not achieve compliance within a reasonable timeframe or without undue inconvenience to the User.
12. The withdrawal statement may be submitted via email to info@buycoffee.to.
13. The withdrawal statement should include:
 - The User's name and surname;
 - Email address;
 - Date of Service delivery;

Description of the identified Non-conformity;

Indication of the reason for the statement, selected from the reasons specified in paragraph 11 above;

A statement of withdrawal from the Service Agreement.

14. Upon withdrawal from the Account Service Agreement, the Company will delete the Account promptly after receiving the withdrawal statement.

15. Consumers may use out-of-court complaint and redress procedures. Details on access to these procedures are available at the offices and on the websites of district (municipal) consumer advocates, social organizations whose statutory tasks include consumer protection, and Provincial Inspectorates of Trade Inspection. Further information on out-of-court complaint and redress procedures is available at:
<http://www.uokik.gov.pl>.

16. Consumers have the following examples of out-of-court complaint and redress mechanisms available. A consumer is entitled to:

Apply to the permanent consumer arbitration court referred to in Article 37 of the Act of December 15, 2000, on Trade Inspection (consolidated text: Journal of Laws of 2017, item 1063, as amended) for resolution of a dispute arising from an agreement for the provision of electronic services;

Apply to the provincial inspector of Trade Inspection, in accordance with Article 36 of the Act of December 15, 2000, on Trade Inspection, for the initiation of mediation proceedings for the amicable resolution of a dispute between the User and Coffee Media;

Obtain free assistance in resolving a dispute between the consumer and Coffee Media, also using the free assistance of a district (municipal) consumer advocate or a social organization whose statutory tasks include consumer protection.

§ 13. Duration of the Agreement

1. The Creator Agreement is concluded for an indefinite period.
2. Coffee Media may terminate the Agreement at any time for valid reasons, or without cause with a one-month notice period.
3. The User may terminate the Agreement at any time via the "Delete Account" option in the Creator's profile. After confirming the operation, the account is deactivated for a period of 30 calendar days. During this time, the User may restore the account.
4. If the Creator Account holds unsettled funds, deactivation (i.e., termination of the agreement with a notice period) is possible only after

submitting a request for the withdrawal of funds accumulated on the Creator Account to a bank account specified by the Creator.

5. After the notice period, the Agreement is terminated and the User's Account is permanently deleted from the Service, along with the User's Materials published in the Service.
6. Upon deletion of the Account, all active Subscriptions associated with that Account expire going forward; however, the deletion of the Account does not affect Donations already transferred or due for the current Billing Period.
7. The User's personal data may continue to be processed by the Administrator to the extent and for the period required by law, in particular regulations on personal data protection, accounting, and counteracting money laundering and terrorism financing, in accordance with the principles set out in the Privacy Policy.
8. Coffee Media may terminate the Agreement immediately and delete the User's Account if the User uses the Service in a manner contrary to the law or the Terms and Conditions. In such cases, Coffee Media and the User are obligated to settle the Account, if necessary.
9. Coffee Media reserves the right to cease operations or transfer the rights to the Service to another entity at any time for any reason. Users will be informed via email and through a notification in the Service about the termination of operations and procedures for settling Creator Accounts.
10. In the event of the Service ceasing operations, all Agreements concluded within the Service are terminated.
11. In the event of the Creator's death, funds will be transferred to a verified bank account of the heir, based on notarial or court documentation.

§ 14. Verification of Materials by the Company

1. Posting Materials that constitute illegal content within the meaning of the DSA, as well as content inconsistent with the Terms and Conditions or Community Guidelines, is prohibited.
2. The Company may verify Materials posted by Users at any time for compliance with the DSA, the Terms and Conditions, or Community Guidelines.
3. Verification is conducted non-arbitrarily, objectively, and with due diligence. The Company may also use automated mechanisms for detecting violations. In such cases, the Company will inform Users about the principles of the algorithms it applies.

4. If Materials are found to violate the Terms and Conditions, the Company may remove them from the Service. Upon removal, the Company will notify the User who published the Material, providing the reasons for its decision.
5. Users whose Materials are removed are entitled to file an appeal. The detailed rules for filing and reviewing appeals are set out in § 12.

§ 15. Liability

1. Subject to the provisions of § 14 and applicable regulations, the Company shall not be liable for any content, materials, information, data, or other content posted, shared, or transmitted within the Service by Users, in particular by Creators. The User bears full responsibility for content published or used by them within the Service, including its compliance with applicable laws, third-party rights, principles of social coexistence, and the provisions of the Terms and Conditions.
2. The Company is not obligated to pre-monitor or conduct ongoing verification of content published by Users. In the event of receiving credible information about the unlawful nature of content, the Company shall take immediate action to remove such content or prevent access to it, in accordance with applicable laws.
3. The Company shall not be liable for the activities of the Payment Operator through which the Supporter executes transactions for the purpose of supporting the Creator. The Payment Operator is solely responsible for the proper execution of payments arising from agreements concluded between the Supporter and the Creator (payment processing).
4. All complaints related to transactions on this account should be submitted directly to the Payment Operator by the Supporter. The Company undertakes to cooperate with the Payment Operator in processing complaints, in particular in providing information about submitted complaints and indicating to Supporters the details for filing complaints.
5. The rules of the Company's liability towards the Creator for payment services provided by the Company are defined separately.
6. The parties to a Donation are exclusively the Supporter and the Creator. The parties to the concluded agreement are responsible to each other for the performance of obligations and the fulfillment of claims arising therefrom, in particular for the transfer of Donations and the proper use of received Donations. Coffee Media does not supervise the proper performance of obligations arising from the agreement and shall not be held liable in this regard.

7. Coffee Media shall not be liable to the User or Third Parties for any content, decisions, actions, or omissions of the User, including but not limited to Personal Data provided in the registration form, Materials, and messages sent by the User.
8. Tax obligations arising in connection with the concluded Donation agreement and income obtained from Donations shall be borne by the entities obligated to pay tax liabilities under the relevant laws. The Company shall not be liable for the fulfillment of tax obligations by the Supporter or the Creator.

§ 16. Marketing Cooperation

1. The Company is entitled to enter into agreements with third parties regarding marketing, advertising, affiliate, or remarketing cooperation, including in particular the display of promotional content, directing internet traffic, participation in partner programs, and commission-based settlements.
2. If the User has given appropriate consents, marketing activities may be carried out using analytical tools, cookies, marketing pixels, and other technologies of third parties, in accordance with the Privacy Policy.
3. The conclusion by the Company of agreements referred to in paragraph 1 does not affect the nature of Donations or the legal relationships between Creators and Supporters.

§ 17. Personal Data

Information required by data protection regulations regarding your use of the Service is provided via the Privacy Policy available on the Service at [Privacy Policy](#). Coffee Media does not access Supporters' payment card data.

§ 18. Changes to the Account Service

1. The Company may modify the Account Service in cases of:
 - The need to adapt the Account Service to newly emerging devices or software used by Users;
 - A decision by the Company to improve the Account Service by adding new functionalities or modifying existing ones;
 - A legal obligation to make changes, including the obligation to adapt the Account Service to the current legal framework.
2. Changes to the Account Service must not impose any costs on Users.
3. The Company informs Users about changes to the Account Service through a notification in the Account. Additionally, information about the

change may be sent to Users via email.

4. If a change to the Account Service will significantly and negatively affect the User's access to the Account Service, the Company is obligated to inform the User about:

The nature and timing of the change, and

The User's right to terminate the Account Service Agreement with immediate effect within 30 (thirty) days of the change.

5. The information referred to in paragraph 4 above is sent to Users via email no later than 7 (seven) days before the change is made.

§ 19. Changes to the Terms and Conditions

1. The Company reserves the right to amend the Terms and Conditions in cases of:

Introduction, repeal, or amendment of applicable laws concerning services provided under these Terms and Conditions,

Expansion, modification, or limitation of service functionalities, changes in the terms of use by Users, introduction of new services, or discontinuation of certain services provided to Creators,

Court rulings, decisions, recommendations, or guidance from supervisory or other public administration authorities affecting the provisions of these Terms and Conditions,

Changes in legal status requiring amendments to these Terms and Conditions,

A court ruling or binding decision, recommendation, or other act of a public administration authority requiring amendments to these Terms and Conditions,

Editorial changes.

2. The Company informs Users of changes via email. Changes take effect at the time specified by the Company, but not earlier than 14 days from the date the Company sends the message containing information about the change to the Terms and Conditions.

§ 20. Final Provisions

1. The Terms and Conditions are available for download at <https://buycoffee.to/rules/serwis>
2. Communication costs depend on the rates charged by your telecommunications provider.

3. Polish law governs the rights and obligations arising from using the Service.
4. Disputes unresolved amicably will be resolved by a competent common court.
5. If any provision of these Terms and Conditions is found invalid or ineffective, the remaining provisions remain in force.
6. These Terms and Conditions come into effect on March 24, 2026.

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%