

Regulations of Top-Up Sales Service Provision

§ I

Opening provisions

1. In accordance with the stipulations of the act dated 18th July 2002 pertaining to electronic service provision [Dz. U. Nr 144 poz. 1204], Galena Sp. z o.o., having a company seat registered in Gliwice (hereinafter known as the "Company"), creates the regulations of electronic service provision (known hereinafter in this part as: Regulations) for the needs of the electronic service rendered by Galena Sp. z o.o.
2. All service users are obliged to obey the rules contained in these Regulations.

Information about the Service Provider

2. The Service Provider described in these Regulations is Galena Sp. z o.o. ("Galena") having a company seat in Gliwice, located at ul. Świątokrzyska 2, 44-100 Gliwice, and entered into the Register of Enterprises kept by the Gliwice Regional Court, 10th Division of the National Economic Court Register, under the number KRS 0000133373, with a fully paid share capital of 315,000 PLN. NIP 631-22-83-637, REGON 276637953

Information about the Service User

3. The Service User may be any user making use of the service rendered by the Company, and described in the Regulations, who possesses a bank account in a bank which facilitates Internet bank transfers or offers credit cards which allow the execution of online payments (hereinafter: Service User). Detailed regulations related to conditions of payment and authorisation through the Internet can be found at the following sites: www.paypal.com, www.store.apple.com, www.google.com/wallet/.

§ II

Scope of the Top-Up Service

1. The Company provides the Smartgroschen Account Top-Up service on the understanding of the act dated 18th July 2002 pertaining to electronic service provision Dz. U. Nr 144 poz. 1204 as a service rendered by electronic means, hereinafter called the Top-Up Service.
2. The Top-Up Service allows, with the aid of the Smartgroschen Application as well as the internet service www.Smartgroschen.com with the use of the online payment form, a Top-up allowing access to the Smartgroschen Services. A directory of electronic payments forms allowing the execution of Top-Up services is outlined in Attachment 1, which constitutes an integral part of the Regulations of Top-Up Sales Service Provision.
3. Top-Up may also be supplied by Galena's partner firms (so-called Agents – e.g. GooglePlay, AppStore etc.). In such cases the partner firm may ask the User to accept their own separate service regulations ("Agent's Regulations"). Within the scope of any discrepancy between these Regulations and Agent's Regulations, the Agent's Regulations should be applied.

§ III

Conditions of Top-Up Service Provision

1. Utilisation of the Top-Up Service rendered by the Company requires the Service User to:
 - provide an electronic mail address (e-mail)
 - select a top-up value
 - select payment form
 - in cases of payment by credit card, provide information required by the banking agent in order to execute a credit card payment.
2. Payment for Top-Up Service is made via electronic form of payment. A directory of electronic payment forms allowing the realisation of Top-Up Service is outlined in Attachment 1.
3. Top-Up sales Service may be carried out with the aid of the Application installed on the a Device (tablet, smart phone) or with via the website www.smartgroschen.com

5. In order to receive a VAT invoice for account replenishment directly purchased via the service at www.Smartgroschen.com or the Agent GooglePlay, the Service User should mark the option "I want to receive an invoice" in the client panel at <https://smartgroschen.com/login>.

§ IV

Conditions of establishing or dissolving a contract for electronic service provision

1. Establishment and dissolution of a contract for the Top-Up Service takes place with the aid of the Smartgroschen Application installed on a Device (tablet or smart phone) or via the website www.smartgroschen.com
2. Establishment of a contract follows the confirmation of, familiarisation with and acceptance of these Regulations.

§ V

Rules pertaining to making and sending invoices for Top-Up Service usage.

1. The legal basis for making and sending invoices in electronic form is the ordinance of the Ministry of Finance dated 17th December 2010 pertaining to the delivery of invoices in electronic format, the rules of their storage and the method of allowing taxation offices or tax inspection offices access to them (Dz. U. Nr 249, poz. 1661).
2. Delivery of invoices by electronic means follows prior acceptance by the Service User of the statement accessible on the website www.Smartgroschen.com with the following content: "I give consent for Galena Sp. z o.o. in Gliwice to make and deliver invoices to me in electronic format, upon the understanding of the ordinance of the Ministry of Finance dated 17th December 2010 (Dz. U. Nr 249, poz. 1661).
3. Electronic invoices will be in PDF format (Portable Document Format).
4. The Service User's acceptance of creation and delivery of invoices in electronic format does not preclude the Service Provider from creating and delivering invoices in paper form.
5. The Service User may announce to the Company his wish to receive invoices in paper format by sending a message in the Customer Service available in Customer Service after logging in at <https://smartgroschen.com/login>.
6. Making invoices in paper format carries a charge of 3 EUR with VAT.

§ VI

Contract dissolution and reclamations

1. Resignation from the contract by the consumer takes places on the basis the rules set forth in the Act dated 2nd March 2000 pertaining to consumer rights protection and liability for damages caused by unsafe products (Dz. U. z 2000r. Nr 22, poz. 271 ze zm.).
2. A private person, who makes a Top-Up purchase directly in the shop at www.smartgroschen.com, and thus enters into a remote contract, may resign from the contract without giving a reason, by making a written declaration within a 14 day period counted from the day of Smartgroschen Account Top-Up, under the condition that the purchased goods have not been used to any degree. To keep the aforementioned deadline, it is only necessary to send a declaration before it has passed. The refund will take place within 7 days to the bank account/credit card from which the payment was made.
3. The condition of refund is that the value of Smartgroschen Account Top-Up must not be used.
4. Reclamation claims are made in electronic format using the Reclamation Form available at www.Smartgroschen.com;
5. The subject of reclamation is the execution of the Service by the Company in a way not in keeping with the terms outlined in these Regulations.
6. The basis for reclamation cannot be:
citing the circumstance that the Top-Up was credited to a Smartgroschen Account not belonging to the claimant,
a change of the generated payment amount and transfer content by the Service User,
citing circumstances related to the improper functioning of an internet browser or telephone connection,
other circumstances related to the activities of any object for which the Company is not responsible.
7. Reclamation should contain the Service User's instruction and concise description of the reported conditions.

8. If reclamation requires any completion, the Company returns to the User with the request for details of the service rendered.

9. In cases where the Service User has made a payment:

9.1. but has not received a Smartgroschen Top-Up, the fact should immediately be reported to the Company.

9.2 but has not received an ordered VAT invoice, the fact should be immediately reported to the Company.
Caution: In cases where the payment was made through the Agent AppStore – the invoice will be generated by the AppStore owner.

10. The Company settles reclamations within a maximum 14 day period from receiving such information. In cases where claims cannot be settled in that time, the Company informs the Service User and outlines the reason for the extension of the deadline as well as giving an expected time for providing a response.

§ VII

Reservations

1. The Company reserves the right to temporarily suspend the Top-Up Service in order to conduct maintenance.

2. The Company, because of the possibility of violating the rights of a third party, reserves the right to refuse payments made by credit card. Such refusals do not require justification.

3. The Company does not bear responsibility for lack of execution, or improper execution of, the obligations detailed in these Regulations if the lack or improper execution of obligations arose from circumstances upon which the Company had no influence in spite of its best efforts (force majeure). In cases of the intervention of force majeure, the undertakings of the Company will be suspended for such time as the circumstance prevails.

§ VIII

Final resolutions

1. These Regulations are available to all Service Users.

2. Utilisation of the Top-Up Service is dependent upon the acceptance of these regulations.

3. Amendments to these regulations become binding upon the day they are displayed on the internet site.

4. The Service User is forbidden to send any content of an illicit nature to Galena Sp. z o.o.

5. The Company may, at its own discretion and without bearing any civil responsibility, at any time and without prior notice, amend in whole or in part and/or cease to offer the Top-Up Service and is, moreover, not obliged to update it.

6. All matters not covered by these Regulations will be covered by appropriate Polish law, with particular deference to the Civil Codes and also European Union Directives.

7. Regulations take effect from November 4, 2013.

Attachment no. 1.

Agent PayPal

Description of electronic payment forms allowing Top-Up Service realisation:

- by using a credit card issued by a bank within the credit card systems: VISA, MASTERCARD.

Agent Apple Store:

Description of electronic payment forms allowing Top-Up Service realisation:

- by using a credit card issued by a bank within the credit card systems: VISA, MASTERCARD.

Agent Google Play:

Description of electronic payment forms allowing Top-Up Service realisation:

- by using a card issued by a bank within the credit card systems: VISA, MASTERCARD.