

## Terms and Conditions of Use of the Poczta Polska Mobile Application

### CHAPTER I

#### GENERAL PROVISIONS

§ 1. 1. The Terms and Conditions of Use of the Poczta Polska Mobile Application specify the terms and rules governing the use of the PP MA belonging to Poczta Polska S.A (<http://bip.poczta-polska.pl/>) and the terms governing the use of the Services available through it.

2. Detailed information about the Services available via the Mobile Application can be obtained:

- 1) by calling the helpline: 804 104 104 from landlines, (+48) 438 420 842 from mobile phones and from domestic and international landlines; call charges according to the operator's rates;
- 2) on the website: <https://bip.poczta-polska.pl/repozytorium/>.

§ 2. The terms used in this document shall mean:

- 1) Mobile Application, (PP MA) – software under the name **Poczta Polska Mobile Application (PP MA)** belonging to Poczta Polska, enabling Users to use the Services available through it on any number of Mobile Devices belonging to a single User;
- 2) functionalities – functionalities of PP MA made available to the User by Poczta Polska, constituting services provided by electronic means within the meaning of the provisions of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text Journal of Laws [Dz.U.] of 2024, item 1513), available to Users via a properly configured Mobile Application on a Mobile Device;
- 3) Poczta Polska – Poczta Polska S.A. with its registered office in Warsaw at ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000334972, NIP (Tax ID No.) 525-000-73-13, REGON (Business ID No.) 010684960, share capital: 964,140,000.00 – paid in full;
- 4) Item – electronic data transmitted between parties separately for the e-Delivery (PURDE) and e-Polecony;
- 5) Mobile Application Terms and Conditions – the Terms and Conditions of Use of the e-Poczta Mobile Application available in the Mobile Application after its installation on the Mobile Device; and on the website: <https://bip.poczta-polska.pl/repozytorium/>.
- 6) eIDAS Regulation – Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;
- 7) Delivery Mailbox – a tool enabling the sending, receiving and storing of data, referred to in Article 2 point 9 of the Polish Act on Electronic Delivery;
- 8) Electronic identification means – a technical solution that enables unambiguous and secure verification of the identity of a person using PP MA, meeting the requirements set forth in applicable national law and the eIDAS Regulation, intended to ensure certainty as to the identity of the sender and recipient of electronic correspondence. The electronic identification means available in PP MA is mojeID, whose provider is Krajowa Izba Rozliczeniowa (KIR), and which enables secure identity confirmation;
- 9) Act on Electronic Delivery – Polish Act of 18 November 2020 on Electronic Delivery (consolidated text Journal of Laws of 2026, item 3);
- 10) Mobile Device – a portable electronic device (smartphone, tablet) with the Android or iOS operating system in the possession of the User, on which PP MA may be installed in order to use the Services, meeting the requirements described in the Mobile Application Terms and Conditions;

11) Services – available via PP MA:

- a) e-Delivery (PURDE) – a public electronic registered delivery service (marketing name: Polecony urzędowy (Official Registered Delivery)) as defined in Article 2(8) of the Act on Electronic Delivery, provided by Poczta Polska as an electronic equivalent of a registered letter with confirmation of receipt, used for the exchange of correspondence with public entities. For more information about the service, visit <https://bip.poczta-polska.pl/repozytorium/>,
- b) e-Polecony – a qualified electronic registered delivery service (marketing name: Polecony prywatny (Private Registered Delivery)), as referred to in Article 3(37) of the eIDAS Regulation, provided by Poczta Polska as an additional service related to the provision of e-Delivery (PURDE), used for the exchange of correspondence between non-public entities, in accordance with Article 53(1) of the Act on Electronic Delivery. For more information about the service, visit <https://bip.poczta-polska.pl/kwalifikowana-uslugarde/>;

12) User – a natural person who has installed the Mobile Application on a Mobile Device;

## CHAPTER II

### LICENSE

**§ 3. 1.** Upon installation of the Mobile Application by the User on the Mobile Device, Poczta Polska grants the User a license to use it in accordance with its intended purpose. The license is non-exclusive, non-transferable, and not limited by territory.

2. The license is granted free of charge within the scope of permanent or temporary reproduction of the Mobile Application necessary for the launching, operation and storage of the Mobile Application in the memory of the Mobile Device.

3. The license does not authorize the User to grant further sublicenses.

4. The User may not use the Mobile Application contrary to its intended purpose.

5. The licence expires upon deletion of the Mobile Application by the User from the Mobile Device.

## CHAPTER III

### AGREEMENT

**§ 4. 1.** Downloading and acceptance of the Mobile Application Terms and Conditions constitutes the conclusion of an agreement with Poczta Polska for the use of the Mobile Application.

2. Use of the Services made available via the Mobile Application and its functionalities is possible only on condition of prior acceptance of the Mobile Application Terms and Conditions. If the User does not accept the provisions of the Mobile Application Terms and Conditions, the User is obliged to immediately cease using the Application.

3. Registration, maintenance and use of the Mobile Application is free of charge.

4. Downloading and using the Mobile Application requires an Internet connection, for which the User may be charged by their Internet service provider.

5. The User may uninstall the Mobile Application at any time, which is not equivalent to termination of other agreements concluded for the provision of services by Poczta Polska.

## CHAPTER IV

## **TERMS OF USE OF THE POCZTA POLSKA MOBILE APPLICATION**

§ 5. 1. Use of the Mobile Application may generate data transfer to and from mobile networks. The cost of data transfer shall be charged according to the tariffs applied by the provider of the data transmission service used by the User. The costs of data transfer shall be borne by the User.

2. Use of the Services available through the Mobile Application and its functionalities requires the User first to download the Mobile Application independently via the Internet, install it correctly, and then launch it on the Mobile Device.

3. For proper use of the Mobile Application, it is necessary to meet the technical requirements referred to in § 7(1) of the Mobile Application Terms and Conditions. Installing and using the Mobile Application on a Mobile Device that does not meet the requirements referred to in § 7(1) of the Mobile Application Terms and Conditions may result in its improper operation and the inability to use the Services and functionalities available through it.

4. Poczta Polska shall not be liable for the consequences of using the Mobile Application or the Services on Mobile Devices that do not meet the requirements referred to in § 7 of the Mobile Application Terms and Conditions.

5. The User undertakes to use the Mobile Application in accordance with its intended purpose, universally applicable provisions of law, the principles of social coexistence and good customs, in a manner that does not hinder its functioning, including through the use of devices that do not disrupt the operation of the Mobile Application or cause damage to it, and not to provide unlawful content, including content infringing personal rights or copyright.

### **CHAPTER V**

#### **LOGIN AND AUTHENTICATION**

§ 6. 1. Use of the Services available through the Mobile Application requires identity verification using electronic identification means.

2. Identity verification/authentication takes place after the User is redirected to the identity provider (e.g., a bank).

3. Poczta Polska does not store the User's login details or passwords.

4. After successful authentication, the User gains access to the Mobile Application enabling the use of the following Services: e-Delivery (PURDE) and e-Registered Delivery.

### **CHAPTER VI**

#### **TECHNICAL REQUIREMENTS**

§ 7. 1. Use of the Mobile Application requires:

- 1) a Mobile Device with Android 10/iOS 15 or later;
- 2) an Internet connection;
- 3) creation of a PIN code or biometrics in the form of a fingerprint or facial recognition.

2. Use of the Services available through the Mobile Application requires:

- 1) having an address for electronic delivery (ADE), created in accordance with Article 11 of the Act on Electronic Delivery by the minister competent for computerisation;
- 2) activation of the Delivery Mailbox in external public systems or at Poczta Polska;
- 3) providing an email address for notifications during activation of the Delivery Mailbox;
- 4) Identity verification – mojEID.

3. The Mobile Application (PP MA) is available free of charge in the Google Play and App Store stores.

4. The data provided by the User are stored in the database within Poczta Polska's IT system together with information on acceptance of the Terms and Conditions for the provision of PURDE and PUH and the Terms and Conditions of the Qualified RDE Service available at <https://bip.poczta-polska.pl/repozytorium/>.

## **CHAPTER VII**

### **TERMS OF USE OF THE MOBILE APPLICATION**

**§ 8. 1.** Use of all functionalities and Services available through the Mobile Application requires access to an active Delivery Mailbox and acceptance of the current Mobile Application Terms and Conditions.

2. Before commencing use of the Mobile Application, the User is obliged to familiarize themselves with the Mobile Application Terms and Conditions and to accept them during registration of the Mobile Application on the Mobile Device.

3. The User may freely remove the Mobile Application from their Mobile Device at any time.

4. Uninstalling the Mobile Application from the Mobile Device is equivalent to termination of the agreement referred to in § 4(1) of the Mobile Application Terms and Conditions.

## **CHAPTER VIII**

### **SERVICES**

**§ 9.** Within the Mobile Application, the User may use the following Services:

- 1) use of the e-Delivery (PURDE) service in accordance with the Terms and Conditions for the provision of PURDE and the PURDE provision policy, including:
  - a) sending and receiving Items,
  - b) viewing the history of electronic correspondence;
- 2) use of the e-Polecony service, in accordance with the Terms and Conditions of the Qualified RDE Service and the policy for the provision of the Qualified Registered Electronic Delivery Service, including:
  - a) sending and receiving Items,
  - b) viewing the history of electronic correspondence;
- 3) receiving PUSH notifications about new e-Delivery (PURDE) and e-Polecony Items.

## **CHAPTER IX**

### **RESPONSIBILITY**

**§ 10. 1.** In performing the agreement for the use of the Mobile Application or the provided Service, Poczta Polska does not create, verify or in any way alter any data or content entered by the User; in particular, this applies both to the content and data provided by the User and to any effects obtained by the User using the functionalities of the Mobile Application.

2. The User bears sole responsibility for their own actions related to the use of the Mobile Application, in particular for any breach of law or damage caused by their actions. Poczta Polska shall not be liable for content stored, transmitted or disseminated by the User in the Mobile Application.

3. In accordance with the regulations concerning the provision of services by electronic means, Poczta Polska is not the initiator of the transmission of the User's content and data in connection with access to, and use of, the Mobile Application or Services, does not select the recipient of the User's transmissions, and does not select or modify

the User's content or data. This means that Poczta Polska provides only technical resources in the form of the possibility of access to the Mobile Application or Services, and their use is decided solely by the User. Poczta Polska does not monitor the User's content or data.

4. Poczta Polska shall not be liable for delay, non-performance or improper performance of obligations occurring as a result of an event constituting Force Majeure. Force Majeure shall mean:

- 1) a natural disaster (including, but not limited to, lightning strike, drought, fire, earthquake, volcanic eruption, landslide, flood, storm);
- 2) war, declared or undeclared acts of war, acts of terrorism, invasion, sabotage, requisition, expropriation, nationalization of property, or embargo;
- 3) rebellion, revolution, uprising or military or civil coup, or civil war;
- 4) radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive material or other hazardous properties of any explosive nuclear assembly or nuclear components of such assembly, ionizing radiation;
- 5) riots, disturbances, strikes, lockouts;
- 6) aircraft crash;
- 7) disturbance of public order;
- 8) explosions, including of ammunition, explosives, flammable agents;
- 9) epidemics, pandemics or remedial measures taken by state authorities to prevent an epidemic or pandemic, or other extraordinary measures taken by state authorities concerning the situation in a specific area of the country, preventing the proper performance of contractual obligations.

5. Poczta Polska shall not be liable for:

- 1) temporary unavailability of the Mobile Application caused by a technical interruption, provided that information about the date of its occurrence and duration is communicated by means of a message in the Mobile Application;
- 2) damage resulting from the ordering of a technical interruption;
- 3) the consequences of the User providing false personal information while using the available services;
- 4) the consequences of the User disclosing the password to the Mobile Application or making the Mobile Application available to third parties;
- 5) hindrances in the use of the Mobile Application resulting from failure to meet the technical requirements referred to in § 7(1) of the Mobile Application Terms and Conditions;
- 6) the consequences of improper operation of the Mobile Application resulting from installation or configuration of the Mobile Application in a non-compliant manner and in the event of failure to install the required updates of the Mobile Application;
- 7) non-performance or improper performance of services by telecommunications operators with whom the User has concluded agreements, including in particular in respect of Internet connection and the amount of fees for those services;
- 8) damage resulting from temporary unavailability or failure of the Mobile Application which Poczta Polska was unable to foresee.

## **CHAPTER X**

### **REPORTING ISSUES IN THE OPERATION OF THE MOBILE APPLICATION**

**§ 11. 1.** The User is entitled to report issues concerning the Mobile Application or the Services available through it.

2. The User may report any issues related to the operation of the Mobile Application by email to: [kontakt@poczta-polska.pl](mailto:kontakt@poczta-polska.pl).

3. A report of an issue should include, among others, the reporting person's email address and a description of the problem, i.e. at least the type and date of occurrence of the issue related to the operation of the Mobile Application or a description of the issue regarding the operation of the Mobile Application.

4. Poczta Polska's response to the report referred to in paragraph 3 above shall be provided without undue delay, no later than within 30 days from the date of receipt of the report.

5. The User shall be notified of the manner in which the report has been handled electronically to the email address from which the report was sent.

6. Any complaints related to non-performance or improper performance of the Services available through the Mobile Application shall be considered according to the rules set out in the regulations of those Services available at [www.bip.poczta-polska.pl/repozytorium](http://www.bip.poczta-polska.pl/repozytorium).

## CHAPTER XI

### FINAL PROVISIONS

**§ 12.** 1. The controller of the Users' personal data is Poczta Polska S.A. with its registered office in Warsaw at ul. Rodziny Hiszpańskich 8, 00-940 Warszawa.

2. Contact with the Data Protection Officer: Inspektor ochrony danych Poczta Polska, ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, e-mail: [inspektorodo@poczta-polska.pl](mailto:inspektorodo@poczta-polska.pl).

3. The personal data referred to in paragraph 1 is processed pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the GDPR, for the purpose and to the extent necessary to provide the Services referred to in the Mobile Application Terms and Conditions.

4. The User may consent to receiving push notifications used to notify the User of new e-Polecony and e-Delivery (PURDE) Items, and of other information necessary in the process of providing the Services. Consent may be withdrawn in the settings of the Mobile Application.

5. To enable the use of the e-Delivery (PURDE) and e-Polecony services, the User's electronic identification means, Mobile Application ID, and delivery address are linked during the first login to the Mobile Application.

6. The Mobile Application constitutes an additional access channel to the e-Polecony and e-Delivery (PURDE) services. Detailed information on the rules and purposes of processing personal data in connection with the use of these services is available at <https://bip.poczta-polska.pl/repozytorium/>.

7. Personal data shall be stored and processed in accordance with the provisions of the Terms and Conditions for the provision of PURDE and PUH and the Terms and Conditions of the Qualified RDE Service available at <https://bip.poczta-polska.pl/repozytorium/>.

8. The data subject has the right of access to personal data, rectification, erasure, restriction of processing, the right to object to their processing, and data portability.

9. Data subjects have the right to lodge a complaint with the supervisory authority, which is the President of the Personal Data Protection Office.

11. Poczta Polska reserves the right to amend the Mobile Application Terms and Conditions, in particular in the event of the addition of new functionalities, new versions of the Mobile Application, or changes to the applicable provisions of law. Use of the Mobile Application by the User requires the User's acceptance of the amended Mobile Application Terms and Conditions.

12. Poczta Polska shall inform Users of an amendment to the Mobile Application Terms and Conditions by displaying information about the amendments made together with the consolidated text of the Mobile Application Terms and Conditions.

13. If any provision of the Mobile Application Terms and Conditions is deemed invalid, the remaining provisions shall remain in force and continue to be binding.

14. To any matters not settled in the Mobile Application Terms and Conditions, universally applicable provisions and the regulations and price lists of Poczta Polska concerning the Services handled by the Mobile Application shall apply.