



TERMS OF USE

The terms of use of the MyWallet application made available by T-Mobile Polska S.A. (hereinafter referred to as T-Mobile Polska) are set out in the Licence Agreement for the use of the MyWallet application (Licence Agreement), which is available both in Polish: http://www.t-mobile.pl/r/repo1/documents/tmobile/mywallet_pl.pdf and in English: http://www.t-mobile.pl/r/repo1/documents/tmobile/mywallet_en.pdf. These texts may be downloaded, copied and saved.

Upon the first launch of the application the Licence Agreement needs to be concluded. Consent to the conclusion of the Licence Agreement is voluntary, however, failure to express consent will result in inability to use the application.

The Licence Agreement may be terminated by removing the MyWallet application from the phone. Deactivation of the MyWallet service without removing the MyWallet application does not result in termination of the Licence Agreement.

THE LICENCE AGREEMENT FOR THE USE OF THE MYWALLET APPLICATION (HEREINAFTER REFERRED TO AS "THE LICENCE AGREEMENT")

1. The subject of this Licence Agreement is an application designed to enable the use of services provided by third parties under the "MyWallet" trademark (hereinafter referred to as "the Software" or "the Application"). A description of the functions offered by the application and minimum requirements necessary to download and install the Application is available at <http://www.t-mobile.pl>.
2. Under this Licence Agreement, T-Mobile Polska S.A. (hereinafter referred to as "the Licensor") with its seat in Warsaw, at ul. Marynarska 12, registered with the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under the KRS No 0000391193, Tax ID No (NIP) 526-10-40-567, Statistical ID No (Regon): 011417295, with the share capital of PLN 471,000,000.00 (fully paid-up), grants the user a licence for the use of the Application, in order to enable the user to install the Application and use third-party software. The service, provided under the "MyWallet" trademark, (hereinafter referred to as "the Service") is made available subject to the detailed terms of the Licensor's promotional offer (hereinafter referred to as "the Terms") concerning the MyWallet service, available in Polish at http://www.t-mobile.pl/r/repo1/documents/tmobile/mywallet_wop.pdf.
3. The Licence Agreement enters into force upon its acceptance by the user on the Application's screen, before the first launch.
4. The Licensor hereby declares that, in accordance with the provisions of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No 2010, 152, item 1016, as amended), the Licensor is authorised to grant licences for the use of the Application to end-users.
5. The Application made available to users by the Licensor is software within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No 2010, 152, item 1016, as amended) (hereinafter referred to as "the Copyright").
6. The following entities are authorised to use the Application:
 - 6.1. natural persons with full legal capacity (i.e. persons who are at least 18 years of age and are not completely incapacitated),
 - 6.2. persons with limited legal capacity (i.e. persons who are 13 years of age but not yet 18 and partially incapacitated persons),
 - 6.3. persons without legal capacity (i.e. persons under 13 years of age on behalf of whom the legal action of acceptance of the terms of this Licence Agreement has been performed by statutory representatives - parents or legal guardians who bear responsibility for the actions of such a user),
 - 6.4. other entities having legal capacity under separate regulations who have accepted the terms of the Licence Agreement, hereinafter referred to as "the user" or "users".
7. The Licensor authorises the user to use the Application in the manner prescribed by the Copyright Law with regard to software, to the extent necessary for the use of the Application in accordance with its intended purpose by a person who has come into possession of the Application in a legal manner.
8. The rights granted to the User hereunder are limited to the use of the Service under the terms and conditions set out in the Terms.
9. Subject to compliance with the Terms, the user is granted a licence for personal use of the Application, which means use of the Service in accordance with the Terms. The licence described in the preceding sentence is free-of-charge, non-exclusive and without the right to transfer the licence or grant further licences to any other persons or entities, and it entitles the user to use one copy of the Application on one electronic device supporting SIM cards. For the avoidance of doubt, it is agreed that the user is entitled to use one copy of the Application working with a single SIM card. This means that the user may use multiple Applications, providing that each time the Application is installed under a separate SIM card, in each case being the subject of a separate licence.
10. Use of the Application will result in incurring the cost of data transmission - based on the rates charged for data transmission under the user's tariff - as the services provided pursuant to the Terms, in particular installations and updates of the Application as well as installations of third-party software, either on a phone or on a SIM card, work on the basis of data transmission.
11. The user is not authorised to:
 - 11.1. make the Application available to any third party under any legal title, whether free of charge or for a fee;
 - 11.2. grant further licences to third parties for the use of the Application;

The Licence Agreement for the use of the MyWallet Application (hereinafter referred to as "the Licence Agreement")

- 11.3. make permanent or temporary duplicates of the Application in whole or in part with any means and in any form, subject to the rights conferred upon the user by the Copyright;
- 11.4. translate, adapt, change the layout of or make any changes to the Application, including modification of the source code of the Application, subject to the rights conferred upon the user by the Copyright;
- 11.5. remove, obscure or alter the copyright notice or other proprietary notices contained in the Application;
- 11.6. use the Application or any part thereof as part of commercial products or services; or in order to provide such products or services to third parties; or cause that to happen. The above provisions do not preclude the use of the Application for the purposes of the user's own business communication, subject to compliance with these Terms.
12. The Licensor reserves all the rights which have not been expressly granted to the user under this Licence Agreement.
13. The Application may automatically download and install updates which serve to improve and develop the Application. The Licence applies to each update to the Application, to the extent made available to the user by the Licensor or a person acting on behalf of the Licensor.
14. The application checks automatically, every 7 calendar days, whether any new updates to the Application are available.
15. If the language of the phone is set to Polish, the application will be launched in Polish. If the language of the phone is set to other than Polish, the application will be launched in English.
16. Any and all rights to works not being software and to trademarks internalised in the structure of the Application, with the exception of works or content constituting industrial property which have been supplied by third parties, are vested in the Licensor and may only be used as part of the Services, as provided for in this Licence Agreement. The Licensor does not authorise the user to use the trademarks which are the subject of the Licensor's rights, in particular the "MyWallet" trademarks, in a manner exceeding the scope of use of the Service by the user.
17. The Licensor shall not be liable for use of the Application in a manner inconsistent with the Terms and this Licence Agreement.
18. The Licensor reserves the right to terminate this Licence Agreement with immediate effect in the event of gross violation of the Licence Agreement by the user.
19. To the extent permitted by Polish law, the Licensor shall not be liable for any loss suffered by the Licensee as a result of downloading, installing or using the Application and, in particular, for any profits lost due to the improper use or operation of, or loss of data caused by improper use or operation of the Application.
20. Linking of the MyWallet service activated in the Licensor's systems with a selected service provided on the basis of the NFC functionality by an entity other than the Licensor (the current list of available services indicating the manner of linking them with the MyWallet service may be found at <http://www.t-mobile.pl/pl/mywallet/serwis>) should take place on the volition of the user via the third-party provider of a service based on the NFC functionality. The NFC (Near Field Communication) technology means a communication standard which allows wireless exchange of data over a short distance.
21. The Licensor does not participate in transactions that take place within the framework of services provided by third parties. Installing and uninstalling the services is performed on the volition of the user via a third party using the technical infrastructure of the Licensor. Any issues relating to transactions performed within the framework of third-party services should be reported by the user directly to such third parties.
22. The Licensor has no insight into and does not process or distribute any personal or transactional data being the subject of third-party services installed in the MyWallet application. The policy of processing and storing transactional and personal data as part of third-party services is subject to agreement between the user and a given third party.
23. The Licence Agreement is terminated by removing the Application from the phone. Deactivation of the MyWallet service without removing the Application does not result in termination of the Licence Agreement.
24. This Licence Agreement, the manner of its interpretation, performance and any disputes relating to its improper performance are subject to Polish law and the jurisdiction of the common court competent for the seat of the Licensor.
25. This Licence Agreement has been drawn up in the Polish and English language versions which are available at http://www.t-mobile.pl/r/repo1/documents/tmobile/mywallet_pl.pdf and http://www.t-mobile.pl/r/repo1/documents/tmobile/mywallet_en.pdf. In the event of any discrepancies or doubts that may not be resolved between the English and the Polish language versions, the Polish language version of the Licence Agreement shall prevail.