

TERMS AND CONDITIONS
FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS ON THE PPK PORTAL

§ 1.

General provisions

1. These “Terms and Conditions for the Provision of Services by Electronic Means on the PPK Portal” set out the rules for the provision of services by electronic means by the Operator, including:
 - 1) terms of use of the Portal;
 - 2) the mode and ways in which the Portal is used to present offers and other documents of financial institutions, such as the conditions of PPK management agreements, conditions of PPK operating agreements, statutes (terms and conditions), key information for investors, documents containing key information or other information materials about the activities of investment fund companies, universal pension fund companies, employee pension fund companies or insurance companies offering employee capital plans;
 - 3) the mode and ways in which the Portal is used to provide information to employed persons, participants, authorized persons, as well as other persons to whom funds accumulated in PPK accounts may be paid out, about the functioning of PPK, including about the terms and conditions for participation and the rights arising from the participation in the PPK;
 - 4) the mode and ways in which the Portal is used to provide information to employing entities about the rights and obligations arising from the functioning of PPK.
2. These terms and conditions constitute terms and conditions for the provision of services by electronic means as defined by Art. 8 of the Act of 18 July 2002 on the provision of services by electronic means (Dz.U.[Journal of Laws] of 2019, item 123).
3. These Terms and Conditions constitute the terms and conditions of the PPK portal as referred to in the Act of 4 October 2018 on employee capital plans (Dz.U. of 2018 item 2215, as amended).

§ 2.

Definitions

Whenever the following terms appear in these Terms and Conditions, they should be understood as follows:

- 1) Operator – PFR Portal PPK spółka z ograniczoną odpowiedzialnością [limited liability company] with its registered seat in Warsaw, ul. Krucza 50, 00-025 Warszawa, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Warsaw in Warsaw, XII Economic Division of the National Court Register, under the KRS number 0000764839, NIP [tax number]: 5252771432, REGON [statistical number]: 381741468, e-mail: kontakt@pfrportal.pl;
- 2) PPK register – register of Employee Capital Plans (PPK) as defined by the Act;
- 3) pension fund – a pension fund as defined by Art. 2(1)(6) of the Act, i.e. a voluntary pension fund or an employee pension fund as defined by the Act on the organisation and functioning of pension funds;
- 4) investment fund – an investment fund as defined by Art. 2(1)(7) of the Act, i.e. a specialized open investment fund as referred to in the Act on investment funds, or an insurance capital fund;
- 5) financial institution – a financial institution as defined by Art. 2(1)(11) of the Act, i.e. an investment fund managed by an investment fund company entered into the PPK register according to the mode described in Chapter 10 of the Act, a pension fund managed by a universal pension fund company or an employee pension fund company entered into the PPK register according to the mode described in Chapter 10 of the Act, or an insurance company entered into the PPK register according to the mode described in Chapter 10 of the Act;

- 6) authorized person – an authorized person as defined by Art. 2(1)(17) of the Act, i.e. a natural person designated by a PPK participant, a person referred to in Art. 832(2) of the Act of 23 April 1964 – Civil Code, or an heir of a PPK participant who, subject to the rules defined in the Act, shall obtain the funds accumulated on the PPK account of a PPK participant in the event of his/her death;
- 7) employed persons – employed persons as defined by Art. 2(1)(18) of the Act;
- 8) PFR – Polski Fundusz Rozwoju Spółka Akcyjna [joint-stock company] with its registered seat in Warsaw, ul. Krucza 50, 00-025 Warszawa, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Warsaw in Warsaw, XII Economic Division of the National Court Register, under the KRS number 0000466256, NIP: 7010374912, REGON: 146615458;
- 9) operating entity – an investment fund company, a universal pension fund company, an employee pension fund company or an insurance company entered into the PPK register;
- 10) employing entity – an employing entity as defined by Art. 2(1)(21) of the Act;
- 11) Privacy Policy – the document available at <https://mojeppk.pl>;
- 12) Portal – the website maintained by the Operator and available at <https://mojeppk.pl>;
- 13) PPK – employee capital plans (Polish: “pracownicze plany kapitałowe”) as referred to in the Act;
- 14) Terms and Conditions – terms and conditions for the provision of services by electronic means on the Portal;
- 15) Participant – a PPK participant as defined by Art. 2(1)(33) of the Act, i.e. a natural person of at least 18 years of age in the name and on the behalf of which the employing entity has concluded a PPK operating agreement with a financial institution;
- 16) services – services provided by electronic means by the Operator as specified in the Terms and Conditions;
- 17) Act – the Act of 4 October 2018 on employee capital plans (Dz. U. of 2018, item 2215, as amended).
- 18) User – an authorised person, an employed person, an employing entity, a participant, or any other person who uses the Portal.

§ 3.

Terms of use

1. In order to use the Portal, Users must accept these Terms and Conditions.
2. Using the Portal is voluntary.
3. By using the Portal, Users accept the Terms and Conditions and undertake to comply with it.
4. The Terms and Conditions can be accessed and downloaded as a PDF file at <https://mojeppk.pl>.
5. The Operator provides services free of charge, subject to Art. 79(1) of the Act.
6. As part of the Operator’s contact with the Users, the Users shall not submit unlawful content or affect the correct functioning of the Portal in any unlawful way.
7. The Operator is not responsible for malfunctions of the Portal due to force majeure events, breakdowns caused by the User, malfunctions of the User’s system or IT equipment, the quality of the User’s internet connection, breakdowns of devices belonging to the User’s Internet providers, or due to any other reasons caused by third parties for which the Operator is not responsible.
8. In justified cases, the Operator may temporarily cease to provide services or limit their scope, and carry out maintenance and repair activities in order to provide or restore the Portal’s security and stability.
9. The Operator shall not be held responsible for temporary unavailability of the Portal due to the implementation of changes and enhancements or to the elimination of malfunctions in the Portal. Technical breaks and their duration shall be communicated to the Users on the Portal’s home page.
10. The Operator shall not be held responsible if a User uses the Portal against the Terms and Conditions or against the applicable law.

§ 4.

Technical requirements

1. To be able to use the Portal, the User must:
 - 1) have a computer or another media device with Internet access;
 - 2) have web browser software;
 - 3) enable cookie files and JavaScript.
2. To submit questions using the contact form, the User must have an active e-mail account.

§ 5.

Presentation of offers of financial institutions

1. Within 3 days from receiving the notice about the successful PPK registration from PFR, the managing entity shall submit the following to the Operator to the e-mail address partner@mojeppk.pl:
 - 1) logotype of the financial institutions managed by the managing entity, with dimensions not exceeding 300x170 px, in JPG format, subject to paragraph 2 below;
 - 2) description of the managing entity's business comprising no more than 1500 characters, in RTF format, with a file name: *Opis_COMPANYNNAME_YYYYMMDD.rtf*, where the date corresponds with the file version;
 - 3) NIP, REGON, and KRS numbers (for foreign entities, other relevant identification numbers), the registration authority, the value of the initial capital (including the paid-up value) of the managing entity including its website address;
 - 4) the offer of all financial institutions managed by the entity with reference to PPK, including, in particular, conditions of PPK management agreements and conditions of PPK operating agreements, in a single PDF file not larger than 10 MB; conditions of PPK managing agreements must correspond with substantial provisions of PPK managing agreements submitted by the managing entity to the PPK register. 2. If the financial institutions managed by the managing entity do not have a logotype, the managing entity may submit its own logotype.
3. If the data submitted do not meet the technical requirements listed in paragraph 1 above, this may result in the inability to publish such data in the Portal.
4. Based on data from the PPK register made available by PFR, as well as data submitted by managing entities as described in paragraph 1 above, the Operator shall publish, on the Portal, a list of those entities and the information on the designated financial institution referred to in Art. 2(1)(43) of the Act. The sequence in which the managing entities are displayed in the list referred to in the previous sentence is random and may vary.
5. For every managing entity featured in the list referred to in paragraph 4 above, the list presents information comprising, in particular:
 - 1) name of the managing entity;
 - 2) logotypes of financial institutions managed by such entity subject to paragraph 2 above;
 - 3) the registered seat, address, telephone number, e-mail address, and website address of the managing entity;
 - 4) NIP, REGON, and KRS numbers (for foreign entities, other relevant identification numbers), the registration authority, the value of the initial capital (including the paid-up value) of the managing entity;
 - 5) number in the PPK register;
 - 6) description of the managing entity's business referred to in paragraph 1(2) above;
 - 7) statutes of the managing entity;
 - 8) other information materials pertaining to the managing entity's business related to PPK;
 - 9) the offer of financial institutions managed by the entity as referred to in paragraph 1(4) above;

- 10) names of financial institutions managed by the managing entity;
 - 11) statutes or terms and conditions of financial institutions managed by the managing entity;
 - 12) key information for investors or a document containing key information – separately for each of the financial institutions;
 - 13) other information materials pertaining to the business of the financial institution related to PPK.
6. The Operator reserves the right to refuse to publish an offer referred to in paragraph 1(4) above to the extent that it is not related to PPK.
 7. In case of changes in the PPK register, the Operator shall update the list of managing entities and the data contained therein immediately after PFR publishes the updated data.
 8. If due to a change in the PPK register or without such change, data referred to in paragraph 1 above are subject to modification, the managing entity shall immediately submit the updated data to the Operator at the e-mail address partner@mojeppk.pl.
 9. The responsibility for the content of the offer referred to in paragraph 1(4) above, as well as for the compliance thereof with documents submitted by the managing entity to the PPK register, lies solely with that managing entity.
 10. The home page of the Portal presents names of managing entities and logotypes of financial institutions managed by each managing entity (in case of financial institutions which do not have a logotype, the managing entity's logotype is presented) together with a link to a subpage containing information about the managing entity as well as the offer of the financial institutions managed by that managing entity, which can be downloaded as a PDF file. The presentation referred to in the previous sentence ensures equality of all managing entities and the financial institutions managed by them, in terms of both display time and number of views within a given day.
 11. The sequence in which the data referred to in paragraph 10 are displayed in the Portal is random and different every day.

§ 6.

Information on the functioning of PPK

1. Every user is entitled to obtain information on the functioning of PPK, including the conditions for participation and the rights arising from the participation in PPK and the rights and obligations arising from the functioning of PPK.
2. The information referred to in paragraph 1 above is published on a separate subpage of the Portal.
3. The information referred to in paragraph 1 above is updated by the Operator on an ongoing basis.
4. Users may submit questions about the functioning of PPK using:
 - 1) a contact form,
 - 2) a live chat with a PPK consultant – provided that such option is available on the Portal at a given time,
 - 3) the telephone helpline provided by the Operator.
5. Using the helpline referred to in paragraph 4(3) above, the Operator may change the option through which Users will be able to order a telephone call with a PPK consultant. If the User chooses this option, a PPK consultant shall contact the User by phone at a later date.
6. The Operator may place a form on the Portal enabling Users to order a telephone call with a PPK consultant. If a User uses this form, a PPK consultant shall contact the User by phone at the specified date.
7. Answers to questions submitted using the contact form referred to in paragraph 4(1) above shall be sent electronically to the User's e-mail address provided in the form.
8. Answers to questions asked in the live chat with a PPK consultant referred to in paragraph 4(2) above shall be given in the live chat or electronically to the User's e-mail address provided by the User.

9. Answers to questions asked using the helpline referred to in paragraph 4(3) above, as well as using the option referred to in paragraph 5 above or the form referred to in paragraph 6 above, shall be given by phone or electronically to the User's e-mail address provided by the User.
10. The answers shall be given immediately, taking into account the number of questions asked by all Users, the order of their receipt, and their level of complexity. The Operator reserves that the answering time may be prolonged. The Operator bears no responsibility for delays in the process of answering questions asked by Users. The Operator reserves that it may refuse to answer questions not pertaining to PPK or exceeding the scope specified in §1(1) of these Terms and Conditions.
11. Neither the Operator nor PFR bear any responsibility for any acts or omissions of Users, including those resulting from answers provided by the Operator or by PFR.
12. The content of e-mails, phone calls with PPK consultants and conversations using the live chat referred to in paragraph 4(2) above is recorded to support complaint processes.

§ 7.

Intellectual property rights

1. The Portal contains elements protected by intellectual property rights. Any and all rights to the content published on the Portal, including elements of the graphic design, belong to the Operator or to third parties which permitted for that content to be published by the Operator.
2. The User has the right to use the content published on the Portal only subject to the conditions specified in these Terms and Conditions.
3. The User has the right to use the content published on the Portal for his/her private personal use. Any and all actions related to elements protected by intellectual property rights published on the Portal that exceed the scope of private personal use, such as public performance or other distribution, may be taken exclusively with the express indication of the authorship of the Operator (or of third parties, if they are authors of such elements), as well as with a reference to the Operator's website, subject to the next sentence. Any and all actions taken for commercial purposes related to elements protected by intellectual property rights published on the Portal, including, but not limited to, copying, modifying, public performance or distribution, may not be carried out without the prior written consent of the Operator.
4. By using the Portal, the User does not acquire any intellectual property rights to contents contained on the Portal.
5. The User does not acquire any intellectual property rights to answers given by the Operator or by PFR to questions asked by the User in the way specified in § 6 of the Terms and Conditions. Any public performance or other distribution of answers given by the Operator or by PFR requires their prior written consent.

§ 8.

Complaints

1. Complaints pertaining to services can be filed electronically to the e-mail address: kontakt@pfrportal.pl or by mail at the following address: PFR Portal PPK sp. z o.o., ul. Krucza 50, 00-025 Warszawa.
2. A letter of complaint should contain in particular:
 - a) a description of the case to which the complaint is related;
 - b) the e-mail or postal address for correspondence to which the answer to the complaint is to be sent.
3. Complaints shall be processed and answered without unnecessary delay, no later than within 30 days from the receipt of the complaint.
4. In particularly complex cases which make it impossible to process and answer the complaint within the timeframe specified above, the timeframe may be prolonged.

5. The User shall be informed about the method in which the complaint will be handled:
 - a) in writing, in a traditional letter sent to the postal address provided by the User, or
 - b) by e-mail in case of complaints sent via e-mail, provided that the User did not specify another way of informing him/her about the processing of the complaint.

§ 9.

Final provisions

1. These Terms and Conditions were issued by PFR.
2. These Terms and Conditions enter into force the moment they are published on the Portal.
3. The Terms and Conditions can be accessed and downloaded as a PDF file at <https://mojeppk.pl>.
4. These Terms and Conditions may be amended:
 - a) in case of a change in the applicable law that affects the content of the Terms and Conditions, or the way or the scope of provision of services;
 - b) in case of a change in the scope of the services;
 - c) in case of a change in the technical requirements;
 - d) for other important reasons.
5. The Operator shall inform Users about all changes to the Terms and Conditions on the home page of the Portal.
6. Subject to the mode of filing and processing complaints specified in § 8 of the Terms and Conditions, the Operator does not intend to make use of out-of-court complaint and redress mechanisms.
7. In matters not provided for in these Terms and Conditions, generally applicable provisions of the Polish law shall apply, including the provisions of the Act.
8. Users are obliged to familiarize themselves with the changes to the Terms and Conditions on an ongoing basis.