

Valid form 30 April 2015

REGULATIONS

Postal money order Terms and conditions of the service

Chapter 1

GENERAL PROVISIONS

§ 1

1. These Regulations specify terms and conditions of the postal money order service rendered domestically and abroad, including Poczta Polska's liability for non-performance and inappropriate performance of the service.
2. These Regulations apply to foreign postal money order services unless relevant international regulations stipulate otherwise.
3. All matters that are not regulated in these Regulations are subject to relevant rules and laws currently in force.
4. No post office may refuse to accept a postal money order if the sender complies with the terms and conditions of these Regulations or terms and conditions of a written agreement concluded with Poczta Polska with regard to the provision of postal money order services.

§ 2

1. These Regulations are available at all Poczta Polska S.A. offices and at the company's website: www.poczta-polska.pl. Information on the service is available at all Poczta Polska S.A. offices and at 801 333 444 or +(48) 43 842 06 00 (telephone connection cost according to the pricelist of a respective telephone service operator).
2. Templates of all applications or forms needed for the provision of services are available at all Poczta Polska S.A. offices and at the company's website: www.poczta-polska.pl.

§ 3

The below-mentioned terms used in these Regulations will mean as follows:

- 1) Address – sender-designated destination point to which a defined sum of money is to be delivered by means of a postal money order or the place at which the said sum of money will be returned to the sender,
- 2) Addressee – a physical person, a legal person or an organization without the status of a legal person for whom / which a postal money order is effected,
- 3) Price List – the price list for postal money order services provided in Poland and abroad,
- 4) Identity document – identity card, passport, driving licence or other document with holder's photograph, an official seal, an image of the national emblem of the Republic of Poland and holder's signature; in the case of foreigners who do not have any of the above-mentioned documents – any other documents proving the foreigner's identity.
- 5) Delivery – payment of a sum of money defined in a postal money order to the addressee or – if legal provisions allow so – a different person,
- 6) Forward – performance of a written request of the addressee to deliver mail to an address specified in the request,

- 7) Maximum postal money order value – equivalent of 120% of an average domestic salary in a previous year – as announced in "Monitor Polski" journal by the President of the Main Statistical Office (rounded up to a full 100 PLN),
- 8) Customer – a person who places a postal money order at a post office, through a postman or the Poczta Polska website,
- 9) Post Code – a Postal Area Code (PAC) consisting of five digits separated with a hyphen after the first two (e.g. 00-940, 10-900), which is an integral part of the sender's and addressee's address; all Post Codes are included in the "Official Register of Postal Area Codes" which is available at all Poczta Polska S.A. offices and at the company's website: www.poczta-polska.pl. A post code is an address element used in the technology applied by Poczta Polska to facilitate handling and delivery of postal money orders. In the case of postal money orders sent abroad, a relevant foreign post code should be used.
- 10) Postman – a staff member of Poczta Polska who delivers or collects postal money orders,
- 11) International Postal Regulations – international agreements which are binding for the Republic of Poland and which concern the provision of postal money order services, including provisions of the Universal Postal Union, i.e. the Universal Postal Convention, the Postal Payment Services Agreement and Regulations of the Postal Payment Services Agreement,
- 12) Postal Money Order Sending – acceptance of a sum of money to be delivered by means of a postal money order (either physically or electronically),
- 13) Sender – a physical person, a legal person or an organization without the status of a legal person who / which concluded with Poczta Polska an agreement on the provision of postal money order services,
- 14) Total Charge – total value of the postal money order and fees for sending such an order and for additional services,
- 15) Recipient – addressee or a different person to whom a sum of money is delivered by means of a postal money order,
- 16) Fee in arrears – a fee paid against a VAT invoice issued after the end of an agreed settlement period,
- 17) Fee in advance – a fee paid before a postal money order is placed (in cash or by means of a bank transfer),
- 18) Pack – a number of postal money orders sent through the Poczta Polska website,
- 19) Delivery Unit – a unit of Poczta Polska or an agent of Poczta Polska responsible for the delivery of postal money order sums to the residential or business address of the addressee,
- 20) Post Office – an office or unit of Poczta Polska or an agent of Poczta Polska in which the sender may conclude an agreement on the provision of postal money order services or which is responsible for the delivery of a postal money order sum to the addressee,
- 21) Sending Register – a collective document confirming sending a number of postal money orders,

- 22) Poste Restante – a postal money order delivered to a given post office and collected there by the addressee himself or herself,
- 23) Sending Confirmation – a document confirming that Poczta Polska has accepted a postal money order (original copy of the receipt from Poczta Polska information system, original copy of the sender's part of a postal money order form, a copy of a sending register, a website printout, including a printout of a sending register generated by the website application that requires a login (which has a force and effect of an official document),
- 24) Post Office Official – a person employed by Poczta Polska or an agent of Poczta Polska,
- 26) Complaint – a claim made with respect to an alleged non-performance or inappropriate performance of a postal money order service,
- 27) Post Box – a box installed at a post office, lockable by the addressee, used by the addressee to collect postal money order notifications, made available to the addressee under separately agreed terms and conditions,
- 28) Website – the Poczta Polska website: <http://www.poczta-polska.pl>
- 29) the Law – the Post Law of 23 November 2012 (Journal of Law of 2012, Item 1529),

Chapter II

SENDING A POSTAL MONEY ORDER

§ 4

1. A domestic postal money order can be sent:
 - 1) at any post office,
 - 2) through the Poczta Polska website,
 - 3) through a Poczta Polska postman.
2. Postmen will accept postal money orders up to the maximum postal money order value.
3. If a domestic postal money order is sent at a post office or through the website, there is no upper limit of the postal money order sum.
4. The sum of a postal money order should be expressed in PLN in numbers and in words.
5. A postal money order may not be sent by a minor (i.e. a person below 13 years of age).
6. Domestic postal money order services are subject to the provisions of the Law of 16 November 2000 on fighting money laundering and financial support of terrorism (Journal of Law of 2014, Item 455), in particular those that are related to the establishment of the sender's identity if the sums to be sent exceed those specified in the Law.

§ 5

1. Foreign postal money orders are accepted by Poczta Polska post offices in accordance with the agreements concluded by Poczta Polska and foreign post operators and other contracting parties participating in postal money order services.
2. Foreign postal money orders are subject to the following provisions: (i) Regulation (EC) No. 1781/2006 of the European Parliament and of the Council of 15 November 2006 on information on the payer accompanying transfers of funds (OJ No. 345, page 1, correction: OJ 2013, No. 263, page 20), and Law of 27 July 2002 (ii) Foreign Currency Law (Journal of Law of 2012, Item 826, amended by Journal of Law of 2013, Item 1036), including their respective implementation regulations.
3. Terms and conditions related to foreign postal money orders, including the maximum order values (expressed in the currency into which orders will be converted), estimated delivery times and forms of payment (cash or transfer to a bank account) result from the agreements concluded by Poczta Polska and foreign post operators and other contracting parties participating in postal money order services, and are specified in the "Specification of countries accepting postal money orders sent from Poland".
4. The "Specification of countries accepting postal money orders sent from Poland" is available at all post offices and at the Poczta Polska website.

§ 6

1. A domestic postal money order can be sent at a post office:
 - 1) by placing an oral or written order,
 - 2) by filling in a postal money order form:
 - a) issued by Poczta Polska S.A. (specimen No. 1, 2, 3),
 - b) prepared by the sender, subject to § 7 Clause 1.
2. Sending a foreign postal money order at a post office is effected by means of filling in a Foreign Postal Money Order Form (specimen No. 4). The order is expressed in Polish zlotys (PLN) and converted into a foreign currency by a Poczta Polska official with the application of an exchange rate (selling rate) of the bank used by Poczta Polska for foreign postal money orders sent from Poland.
3. Sending a postal money order by placing an oral or written order at a post office includes providing a Poczta Polska official with the sender's and addressee's data, the sum of the order (and information on additional services requested or the text of correspondence to be included with the order – if applicable). Subsequently, the customer signs a sending confirmation. Placement of the signature on a sending confirmation is understood as confirmation of the postal money order data and approval of the provisions of the Regulations and the Price List.
4. In the event that at least ten postal money orders are posted at the same time, the sender will specify details of each order on a sending register form (drawn up in duplicate), subject to § 7 Clause 1 of the Regulations. Subsequently, the orders are handed in to a Poczta Polska official, arranged in accordance with the sending register items, with the address side up.

5. An agreement on the provision of a service of a postal money order sent at a post office is deemed concluded automatically at the moment when the customer receives a sending confirmation.
6. An agreement on the provision of a service of a postal money order placed through the website is deemed concluded automatically at the moment when it is confirmed that a Poczta Polska bank account has been credited with an appropriate sum of money. If the said Poczta Polska bank account is not credited with an appropriate sum of money within a time period specified on the confirmation, the fact will be understood as the customer's resignation from the intention to conclude an agreement.

§ 7

1. The sender may use sender's own domestic postal money order forms and registers on condition that they comply with the specimens of Poczta Polska forms and registers.
2. Postal money order forms need to be filled in a legible manner, without crossing out or altering any text, by hand – in black or blue, by typing or printing, or by stamping.
3. In the case of foreign postal money orders, it is recommended that postal money order forms are filled in using capital letters, without crossing out or altering any text (specimens 4a and 4b – for cash payments and bank account transfers, respectively; the specimens are available at post offices and the Poczta Polska website).

§ 8

1. When the Poczta Polska website is used to send postal money orders, orders may be registered and sent individually or in form of a pack. The sending procedure is described at the Poczta Polska website.
2. Sending a postal money order in accordance with the methods mentioned above is confirmed by a confirmation generated by the website and containing a unique postal money order or pack identification number.
3. The sender may integrate his or her own information system with the system of Poczta Polska S.A. with the use of Webservice. A technical description of the Web service interface is available at the Poczta Polska website.
4. The sender of an electronic postal money order may request additional SMS or e-mail services concerning:
 - 1) notification of the sender that an electronic postal money order or pack has been accepted for further processing,
 - 2) notification of the sender of the final stage of the service (cancellation, payment, return to sender) in relation to an electronic postal money order or pack, irrespective of how it has been sent – at a post office or electronically.
5. In the case when the sender posts an electronic postal money order and provides his or her telephone number or e-mail address, Poczta Polska will use that telephone number or e-mail address to notify the sender of any underpayments (if applicable) and a time period within which the underpayment should be rectified. If the sender fails to transfer an appropriate sum of money, the service is cancelled. The postal money order service will be performed only after the bank account of Poczta Polska is credited with the full amount due.

§ 9

1. Sending a domestic postal money order through a postman is effected by means of a Poczta Polska postal money order form (specimen No. 1) or a written order.
2. The postman will issue a temporary document confirming reception of a given sum of money (specimen No. 6).
3. The postman will then subsequently deliver a sending confirmation and will collect the temporary document referred to in Clause 2 above.
4. The postman should receive a given sum of money and a filled-in postal money order form referred to in Clause 1 above at the residential or business address of the sender.
5. The agreement for the provision of a postal money order service provided through a postman will be deemed concluded at the moment when a temporary document confirming reception of a given sum of money is issued to the sender.

§ 10

1. The scope of data necessary for the provision of a domestic postal money order service includes the sum of money being sent and the following information concerning the sender and the addressee (subject to Clause 4 and 5):
 - 1) first and family name, or company name,
 - 2) name of the street, house / flat / apartment / unit number – in the case when the town is divided into streets or property number – in the case when the town is not divided into streets,
 - 3) post code and the name of the city or town.
2. The scope of data necessary for the provision of a foreign postal money order service (money delivered in cash) includes the sum of money being sent and the following information concerning the sender and the addressee:
 - 1) first and family name, or company name,
 - 2) name of the street, house / flat / apartment / unit number,
 - 3) post code and the name of the city or town.
 - 4) destination country,
 - 5) address data written with signs or letters that have no equivalents in the Latin alphabet should be additionally supplemented phonetically by the sender on the order form or a separate sheet of paper (in the case of postal money orders effected through an electronic network or Eurogiro).
3. The scope of data necessary for the provision of a foreign postal money order service (money delivered to a bank account) includes the sum of money being sent and the following information concerning the sender and the addressee:
 - 1) first and family name of the bank account owner,
 - 2) BIC number of the target bank (BIC = Bank Identifier Code – a bank code for international transactions provided by SWIFT, e.g. TATRSKBX),

- 3) international bank account number (IBAN) – in the case of a country belonging to the European Economic Area, in accordance with the standards adopted in the destination country,
 - 4) name of the street, house / flat / apartment / unit number,
 - 5) post code and the name of the city or town.
 - 6) destination country,
 - 7) address data written with signs or letters that have no equivalents in the Latin alphabet should be additionally supplemented phonetically by the sender on the order form or a separate sheet of paper (in the case of postal money orders effected through an electronic network or Eurogiro).
4. In the case when a domestic postal money order is sent as a *poste restante* order, the scope of data concerning the addressee should be as follows:
 - 1) first and family name, or company name,
 - 2) appropriate designation of *poste restante* service,
 - 3) post code and the name of the post office in which money will be collected.
 5. In the case when a domestic postal money order is sent as a post box order, the scope of data concerning the addressee should be as follows:
 - 1) first and family name, or company name,
 - 2) appropriate designation of a post box service, i.e. "skr. poczt. nr..."
 - 3) post code and the name of the post office in which a post box has been made available to the addressee.
 6. If a domestic postal money order is sent to a person held in prison or a detention centre or a person residing in a military unit, the sender will also need to specify the first name of the addressee's father.
 7. Postal money order address data may not contain any nicknames or other symbolic/informal names or symbols used instead of official full name of the sender and official full name of the recipient. Commonly used abbreviations may be used in the name of the sender and the addressee, except for the cases when the sender or the addressee is a physical person or one of the persons referred to in § 11 Clause 1 of these Regulations.
 8. Address data should be provided in the Latin alphabet and Arabic numerals only.
 9. In the case when a foreign address of the sender is provided for a domestic postal money order, there is no possibility to return the money to the sender if there is such a need. Claims for the return of money will need to be filed within deadlines stipulated in the Polish Civil Code.

§ 11

1. The addressee of postal money orders may also include spouses.
2. Postal money orders sent to spouses can be paid out to one of the spouses.

§ 12

1. A sender of a domestic postal money order may request to include, at no cost to the sender, correspondence text of any type, up to 160 characters.
2. A sender of a foreign postal money order may request to include, at no cost to the sender, correspondence text of any type, up to 140 characters.
3. Such correspondence may not, however, include any illegal matter, i.e. it may not violate any third party rights, generally accepted social standards, and legal provisions.
4. Such correspondence will be written in the Latin alphabet and Arabic numerals only.

§ 13

1. The sender of a domestic postal money order may request Poczta Polska to confirm receipt of the money.
2. The request referred to in Clause 1 above will be received by Poczta Polska from the sender:
 - 1) on an appropriately filled-in Collection confirmation form (specimen No. 7) – in the case of sending a postal money order:
 - a) with the use of a sending register,
 - b) thorough a postman,
 - 2) in the form of a written or oral order,
 - 3) by means of a request submitted at the company website.
3. Provision of additional services is subject to fees specified in the Price List.
4. The sender of a foreign postal money order may request Poczta Polska to confirm receipt of the money on condition that the agreement concluded with the sender allows so. Information about the countries to which postal money orders including confirmation of receipt may be sent is provided in the "Specification of countries accepting postal money orders sent from Poland" which available at all post offices and at the Poczta Polska website.
5. The request referred to in Clause 4 above will be delivered to Poczta Polska on a appropriately filled-in international confirmation of receipt form (specimen No. 7 A).

§ 14

Poczta Polska S.A. may refuse to render postal money order services:

- 1) if the sending register or postal money order form has been filled in in an illegible or incomplete manner, or when it includes any corrections, alterations or other amendments, or when it has been filled in in a colours different than bleu or black,
- 2) in the case when the sender used a sending register or postal money order form different than that used by Poczta Polska S.A., subject to § 7 Clause 1 of these Regulations,
- 3) in the case of an oral, written or internet order – if the sender fails to provide all required data and information,
- 4) if the customer refuses to sign the sending confirmation,

- 5) in the case of a non-cash order, if the bank account of Poczta Polska S.A. is not credited with an appropriate sum of money.

Chapter III

PROTECTION OF PERSONAL DATA

§15

1. Poczta Polska S.A., with the principal place of business at ul. Stawki 2, 00-940 Warsaw, will be the administrator of personal data of the senders and the addressees.
2. Personal data will be processed to be able to provide postal money order services.
3. Senders and addressees will have the right to access their respective personal data and correct it – if necessary.
4. Provision of personal data is voluntary however necessary to provide the services.

Chapter IV

PAYMENT OF CHARGES AND CRITERIA FOR THE ESTABLISHMENT OF SPECIAL TARIFFS

§ 16

1. The payment of the total charge for the provision of a postal money order service, i.e. the sum of the postal money order and respective fees, is effected in cash in advance or in a non-cash form in advance, subject to Clause 2 below.
2. Basing on a written agreement concluded by Poczta Polska S.A. and the sender, a payment method different to that referred to in Clause 1 above may be agreed, i.e. a non-cash payment paid in arrears.
3. Fees for money order services for individual customers (who have not signed a written agreement with Poczta Polska S.A. for the provision of postal money order services) and for additional services are specified in the Price List.
4. Fees for money order services for customers who have signed a written agreement with Poczta Polska S.A., and for additional services are specified in the said agreement.
5. In the case of an overpayment for a non-cash postal money order service, Poczta Polska will return the overpayment to the bank account from which the money was sent, subject to Clause 6 below.
6. Poczta Polska and the sender may include special provisions concerning the return of overpayments in a written agreement concluded by the parties, leaving a notification referred to in 5 Clause
7. In the case of a non-cash payment which is lower than the amount due, the postal money order service will be effected when the difference is rectified and Poczta Polska's bank account is credited with an appropriate sum of money. If the sender fails to rectify the difference, the fact will be deemed as the sender's resignation from the service.

8. Any amounts paid to the Poczta Polska's bank account are not subject to any interest calculations.
9. A fee for forwarding postal money orders is paid in cash in advance or in a non-cash manner in arrears, in accordance with the Price List.

§ 17

1. Terms and conditions concerning any discounts on fees charges by Poczta Polska may be agreed in a written agreement concluded by Poczta Polska and the customer for a period of up to one year.
2. No discounts will be granted if the sender has failed to pay any monies payable to Poczta Polska for more than 21 days as of a respective payment deadline.
3. Discounts are expressed as a percent of a given fee specified in the Price List valid for the day when postal money orders are sent.
4. Detailed terms and conditions of granting discounts to customers are specified in separate regulations.

Chapter V

DELIVERY OF POSTAL MONEY ORDERS

§ 18

1. A given sum of money sent through a postal money order will be paid after:
 - 1) a Poczta Polska official establishes the person authorized to collect the money, in compliance with the Law,
 - 2) verification of the identity of the person authorized to collect the money unless the Poczta Polska official knows the addressee personally,
 - 3) the addressee has paid any fees and charges due – if applicable,
 - 4) the addressee has confirmed reception of the money on an appropriate money collection document and – if the postal money order includes confirmation of receipt – on the confirmation of receipt form.
2. Money sent through a postal money order will be delivered in compliance with Article 37 of the Law and these Regulations.
3. In the case of postal money orders the value of which is greater than the maximum postal money order, leaving a notification referred to in § 21 Clause 2 of these Regulations will be equivalent to a delivery attempt.
4. In the case of postal money orders sent abroad to be cashed in Poland, postal money order sums expressed in a foreign currency will be converted into the Polish zloty with the use of an exchange rate (buying rate) of the bank that Poczta Polska S.A. uses in Poland for foreign transfer settlements, valid for the day when Poczta Polska S.A. receives a given postal money order or monies to cover a postal money order (depending on the agreements concluded by Poczta Polska S.A. and foreign contracting parties).

5. Postal money orders sent from Poland to a foreign recipient will be cashed in accordance with the provisions of a given destination country.
6. In the case of a postal money order sent in a foreign country to the bank account of a Polish recipient, the said bank account will be credited in the currency of the postal money order unless Poczta Polska and the respective foreign contractor agreed that such sums would be converted into the Polish zloty.

§ 19

1. The person who collects the sum of a postal money order will need to confirm the fact with a legible signature (first and family name) and collection date.
2. The document confirming the collection of money will also contain information, added by a Poczta Polska S.A. official, on the collector's identity.
3. In the case when the collector is personally known to the Poczta Polska official, the official may refrain from requesting that the collector presents an identity document. In the event that the collector is not the addressee, information identifying the collector should be included, for instance with the words "adult member of the household", "holder of a general power of attorney", "holder of a power of attorney confirmed by a notary public", "authorized person".
4. If the addressee refuses to confirm collection of the money or refuses to pay any fees or charges burdening a given postal money order, such a fact will be regarded as a refusal to accept that postal money order.
5. If an adult person who is a member of the addressee's household (but who is not the addressee's attorney or statutory representative) refuses to confirm collection of the money or refuses to pay any fees or charges burdening a given postal money order, such a fact will not be regarded as a refusal to accept that postal money order.

§ 20

1. The addressee or the sender may request that – in the case when a postal money order is returned – Poczta Polska transfers the sum of the order to a bank account indicated in the request form (specimen No. 8).
2. Poczta Polska will charge no fees for filing a request mentioned above.
3. The request mentioned in Clause 1 above will not apply to benefit or pension money orders which are sent abroad and which should be paid to the hands of the addressee or his or her legal representative or his or her attorney appointed in compliance with relevant legal provisions currently in force in Poland.
4. The request mentioned in Clause 1 will be filed with a post office. Powers or authority to file such a request will be verified.
5. Postal money order sums may also be transferred to a bank account on the basis of a request signed by a person authorized to represent the sender or the addressee in the case of returned postal money orders if such a signature and authority to represent is confirmed by a court, notary public or public authority with the use of an official seal.
6. In the case of a situation referred to in Article 37 Clause 2 Item 6 of the Law, if it is impossible or significantly difficult to deliver a postal money order to an addressee held or

residing in an organizational unit which does not handle cash transactions, the request referred to in Clause 1 above may also be filed by a manager of that unit.

§ 21

1. A post office will pay out postal money order sums for postal money orders
 - 1) for which arrival notifications were issued,
 - 2) sent as post box postal money orders,
 - 3) sent as *poste restante* orders,
 - 4) the value of which is greater than the maximum postal money order.
2. In the case of postal money orders referred to in Clause 1 Item 2 above, notifications for the addressee will be left in his or her post box, with due observance of the provisions specified in § 22 Clause 2 of these Regulations.
3. *Poste restante* postal money orders will be cashed only to the addressee.
4. Postal money orders will be cashed to an adult person residing together with the addressee if that adult person makes a written declaration confirming mutual residential address unless the addressee has previously instructed Poczta Polska not to do so.

§ 22

1. If the postman discovers that the addressee – or other persons authorised to collect the money, as provided for in Article 37 Clause 2 Items 2 to 6 of the Law – is/are absent, the postman will leave a notification of an attempt to deliver a postal money order.
2. If the addressee fails to collect the money within 7 days calculating from the day following the day when the original notification was left, Poczta Polska will issue a second notification with instructions where and when the money can be collected.

§ 23

1. The deadline to collect a postal money order in Poland is 14 days calculating from the day following the day on which:
 - 1) a notification (referred to in § 21 Clause 2 and § 22 Clause 1 of these Regulation) was left,
 - 2) the postal money order arrived at the post office – in the case of *poste restante* orders.
2. The deadline to collect a postal money order abroad is subject to relevant provisions and regulations of the destination country.
3. If a postal money order is not collected within the deadline stipulated in Clause 1 above, the said postal money order is returned to the sender.
4. A postal money order that cannot be returned to the sender is treated as undeliverable and is forwarded to a designated Poczta Polska unit.

§ 24

1. A fee will be charged for returning a postal money order to the sender. The fee is specified in the Price List valid for the sending day.
2. The fee referred to in Clause 1 above may be deducted from the postal money order sum to be transferred to a bank account, in line with the request referred to in § 20 of these Regulations.
3. In the event that a postal money order is returned to the sender, in line with the request referred to in § 20 of these Regulations, and the sum of the order is lower than the fee payable to Poczta Polska for its return, Poczta Polska will charge the fee:
 - 1) by means of a VAT invoice,
 - 2) from the sum of postal money order amounts to be transferred to a bank account.
4. The fee referred to in Clause 1 above may be paid in cash or in a non-cash form.
5. The fee referred to in Clause 1 above may be paid in accordance with the provisions stipulated in a written agreement concluded by Poczta Polska S.A. and the customer.
6. A postal money order that cannot be delivered in result of the addressee's death will be returned to the sender.
7. In the case of a foreign postal money order return, the return will be made in the Polish zloty. The sum returned will equal the sum paid by the sender or the sum that was debited from his or her bank account. The sum returned will be increased by the fee charged for the postal money order if the return is made due to an error attributable to a postal operator.
8. When returned, the sum of a postal money order to be transferred to a foreign bank account may be decreased by charges made by foreign banks.

Chapter VI

ADDITIONAL REQUESTS

§ 25

1. The sender, having paid a fee specified in the Price List, before a given postal money order is delivered, may request that the agreement for the performance of a postal money order service is cancelled or may request that the addressee or the sum of the postal money order is altered.
2. The request referred to in Clause 1 above should be filed with a post office by the sender by means of filling in an appropriate form (specimen No. 9 and 10). The sender will need to produce a confirmation of postal money order sending and an identity document.
3. In the case of a foreign postal money order, altering the addressee or the addressee's address will be possible if relevant provisions of the destination country allow so.

§ 26

1. For a fee charged in accordance with the Price List, the sender may request an unlimited number of postal money order sending confirmation copies.
2. The request referred to in Clause 1 above should be filed with the use of the Universal complaint form (specimen No.11) at a post office. The sender will need to produce a confirmation of postal money order sending and an identity document.
3. In extraordinary situations, when a justifiable request is made, when the sender is unable to produce a confirmation of postal money order sending, a confirmation copy may be issued basing on the data provided in the Universal complaint form.
4. Postal money order sending confirmation copies can be issued within 12 months following the postal money order posting day only.

§ 27

1. The addressee may request (specimen No. 9A) that postal money orders sent to the addressee's address are forwarded to a different address specified in a written request filed with a Poczta Polska office.
2. The forwarding service can be provided for not more than 12 months.
3. The addressee may, without limitation, request that the service referred to in Clause 1 above is rendered for another period of time but not longer than 12 months.
4. A fee for forwarded postal money orders will be paid by the addressee each time at collection, subject to Clause 5, 6 and 7.
5. Poczta Polska will not charge any fees if the requested delivery address belongs to the delivery area of the same post office.
6. The forwarding fee can be deducted from the postal money order sum to be transferred to a bank account, in line with the request referred to in § 20 of these Regulations.
7. In the event that a postal money order is forwarded to the sender, in line with the request referred to in § 20 of these Regulations, and the sum of the order is lower than the fee payable to Poczta Polska the forwarding service, Poczta Polska will charge the fee:
 - 1) by means of a VAT invoice,
 - 2) from the sum of postal money order amounts to be transferred to a bank account.

§ 28

1. The addressee may request in writing (using appropriate request form) that postal money order sums are retained by a post office (competent for his or her residential address or a company's business address) after the regular collection period is over, specifying how long such money should be retained.
2. A request referred to in Clause 1 above will be accepted following a payment of a fee specified in the Price List, subject to Clause 4 below.
3. Postal money order sums can be retained maximally for 7 calendar days, calculating from the day following the end of the time period referred to in § 23 Clause 1 of these Regulations.

4. The post office may refuse to retain Postal money order sums for an additional period of time, as stipulated in Clause 1 above, in the event of technical or organizational constraints.

§ 29

1. The sender and the addressee of a postal money order is eligible to receive information of the postal money order with respect to:
 - 1) the postal money order posting day,
 - 2) the first and family name of the postal money order collector and the collecting date.
2. The addressee may request information on the first and family name (business name) of the sender of the postal money order which was returned uncollected.
3. Information referred to in Clauses 1 and 2 will be delivered orally or in writing, following verification of the requester's eligibility to request such information, during a period of 12 months as of the postal money order sending day. The request to provide the above-mentioned information can be filed by the sender or addressee at any post office, with the use of a Universal complaint form (specimen No.11) or otherwise in writing.
4. The addressee may request information on the first and family name (business name) of the sender of the postal money order before it is cashed. Such information, however, may not be provided if the sender has requested the return of the postal money order.
5. Information on postal money orders will be provided to third parties only in the cases specified in relevant legal provisions.

§ 30

1. The addressee may request that postal money orders are not cashed to an adult member of his or her household. Such a request may be:
 - 1) permanent,
 - 2) periodical,
 - 3) valid for a specific postal money order.
2. The above mentioned request will be effective only at a given delivery post office.
3. The above-mentioned request will be accepted if:
 - 1) a filled-in request form is filed (specimen no. 12),
 - 2) the addressee's identity is verified with an identity document,
 - 3) the request form (referred to in Item 1 above) is signed by the addressee in the presence of a Poczta Polska official,
 - 4) a relevant fee is paid in advance, in accordance with the Price List.

Chapter VII

POWER OF ATTORNEY

§31

1. Postal money orders may be delivered to an attorney of the addressee under a general power of attorney or a specific postal power of attorney.
2. A postal power of attorney is filed by the addressee as a written declaration of will at a post office or, in the event that the addressee cannot reach the post office for medical reasons, at the addressee's place of residence.
3. The addressee may file the following postal powers of attorney:
 - 1) permanent – to collect all or selected postal money orders,
 - 2) periodical – to collect all or selected postal money orders,
 - 3) valid for a specific postal money order only.
4. A postal power of attorney is effective only on the area of a given delivery post office. If a given postal power of attorney has been filed at a post office different than the delivery post office of the addressee, the said post office will immediately forward the formation contained in the postal power of attorney or a scan of that power of attorney to the e-mail address of the delivery post office competent for the addressee's area of residence. The original of the power of attorney will remain at the post office at which it was filed.
5. A postal power of attorney will be accepted when:
 - 1) a postal power of attorney form is filled in and filed (specimens No. 13 and 14),
 - 2) the addressee's identity is verified with an identity document,
 - 3) attorney's data is provided (first name, family name and identity document number).
 - 4) the postal power of attorney form is signed by the addressee in the presence of a Poczta Polska official.
6. In the event that a postal power of attorney is filed by a legal person or an organizational unit without the status of a legal person, postal power of attorney will be accepted when:
 - 1) a postal power of attorney form (referred to in Clause 5 Item1) is filled in and filed,
 - 2) the person signing the postal power of attorney proves his or her power to represent a given legal person or an organizational unit without the status of a legal person (producing relevant documents, such as company registration documents, appointments, etc.),
 - 3) attorney's data is provided (first name, family name and identity document number),
 - 4) the postal power of attorney form is signed by the person authorized to represent a given legal person or an organizational unit without the status of a legal person in the presence of a Poczta Polska official.
7. A postal power of attorney can be revoked at any time.
8. A postal power of attorney is subject to a fee specified in the Price List.

Chapter VIII
LIABILITY OF POCZTA POLSKA S.A.

§ 32

1. Poczta Polska S.A. is liable for non-performance or inappropriate performance of postal money order services in accordance with these Regulations and appropriate legal provisions currently in force.
2. A domestic postal money order service will be regarded as non-performed if the sum of money specified in a given postal money order is not delivered.
3. A domestic postal money order service will be regarded as inappropriately performed if Poczta Polska fails to make an attempt to deliver the sum of money specified in a given postal money order within 8 days following the sending day, excluding postal money orders concerning social security payments, including benefits and pensions.
4. A domestic postal money order service concerning social security payments, including benefits and pensions will be regarded as inappropriately performed if Poczta Polska fails to make an attempt to deliver the sum of money specified in a given postal money order within a period of time specified in a relevant agreement on provision of such services.
5. The period of time referred to in Clause 3 above is exclusive of Saturdays, bank holidays and other statutory holidays.

§ 33

1. Provisions of § 35 of these Regulations will apply to Poczta Polska S.A.'s liability for non-performance or inappropriate performance of postal money order services concerning social security payments, including benefits and pensions, and services delivered to rural areas.
2. Compensation for service non-performance referred to in Clause 1 above will be five times the value of the fee charged for posting a given postal money order.
3. In the case of service non-performance referred to in Clause 1 above, the whole postal money order sum and the fee charged for posting it will also be returned.
4. A contractual penalty for inappropriate service performance referred to in Clause 1 above will be 20% of the value of the fee charged for posting a given postal money order.
5. In the case referred to in Clause 4, the sender and the addressee may seek supplementary compensation up to the value of damages actually suffered.
6. Compensations and contractual penalties are paid in accordance with a written instruction of the claimant within 30 days as of the day when a given complaint is approved.

§ 34

1. In the case of non-performance or inappropriate performance of a service different than those referred to in § 33 Clause 1 above, provisions of § 35 of these Regulations and relevant provisions of the Civil Code will apply.

2. Compensation for non-performance of a postal money order service, different than that referred to in § 33 Clause 1 above, will be five times the value of the fee charged for posting a given postal money order.
3. In the case of non-performance of the service referred to in Clause 1 above, i.e. when a given postal money order is undelivered to the addressee, the whole postal money order sum and the fee charged for posting it will also be returned.
4. A contractual penalty for inappropriate performance a service, different than that referred to in § 33 Clause 1 above, will be 20% of the value of the fee charged for posting a given postal money order.
5. In the cases referred to in Clause 2 and 4, the sender and the addressee may seek supplementary compensation up to the value of damages actually suffered.
6. Compensations and contractual penalties for non-performance or inappropriate performance of a service are paid in accordance with a written instruction of the claimant within 30 days as of the day when a given complaint is approved.

§ 35

1. Poczta Polska will be liable for non-performance or inappropriate performance of a postal money order service unless such non-performance or inappropriate resulted from:
 - 1) a force majeure event,
 - 2) reasons attributable to the sender or the addressee not caused by a fault of a postal operator,
 - 3) the sender or the addressee's violation of the provisions of the Law or these Regulations.
2. If Poczta Polska claims an occurrence of one of the reasons mentioned in Clause 1 above, Poczta Polska will be obliged to provide evidence thereof.
3. Poczta Polska will be liable for non-performance or inappropriate performance of a postal money order service up to the amounts referred to in § 33 and § 34 of these Regulations except for the cases when such non-performance or inappropriate performance of a service:
 - 1) is a consequence of a prohibited act;
 - 2) resulted from a wilful or intentional fault of Poczta Polska S.A.,
 - 3) resulted from a gross negligence of Poczta Polska S.A.
4. In the cases referred to in Clause 3, Items 1 – 3, Poczta Polska S.A. will bear full liability

§ 36

1. Poczta Polska's liability for the performance of a foreign postal money order service is regulated by international postal regulations.
2. Poczta Polska's liability for the performance of a foreign postal money order service is limited to the performance of a given payment operation.
3. Poczta Polska will be liable towards a sender of a foreign postal money order in relation to the sums paid at a post office or received from the sender's bank account when:

- 1) a given postal money order sum is not cashed to the addressee, or
 - 2) a given postal money order sum is not transferred to the addressee's bank account, or
 - 3) a given postal money order sum is not returned to the sender as cash or a transfer to the sender's bank account.
4. Poczta Polska S.A. will not be held liable when
- 1) the performance of a given service is delayed,
 - 2) it is impossible to perform a given service in result of postal data or information being destroyed by a force majeure event unless there is evidence of Poczta Polska's responsibility,
 - 3) damage has been caused by the sender's fault or negligence, particularly with respect to the obligation of providing full and accurate information necessary to carry out a postal money order, including the fact that the money to be transferred originated from a legal source and that the transfer is made for a legal purpose,
 - 4) the postal money order sum has been confiscated,
 - 5) the postal money order sum is meant for prisoners of war or confined civilians,
 - 6) the customer failed to lodge a complaint within a period of time specified in these Regulations,
 - 7) the deadline to lodge an appeal with respect to postal payment services has lapsed in the country of origin.

Chapter IX

CLAIMS AND COMPLAINT PROCEDURE

§ 37

A claimant may lodge a claim in the following proceedings:

- 1) civil court proceedings,
- 2) conciliatory proceedings presided by the President of the Electronic Communication Office, or
- 3) proceedings of the Permanent Conciliatory Consumer Court operating under the Electronic Communication Office, or
- 4) complaints proceedings carried out by Poczta Polska S.A.

§ 38

1. Poczta Polska will consider claims and complaints lodged with respect to domestic and foreign postal money orders in the manner specified in these Regulations.
2. A complaint means lodging a claim with respect to an alleged non-performance or inappropriate performance of a postal money order service.

3. A complaint will also mean providing information concerning alleged non-performance or inappropriate performance of a postal money order service, without a claim for compensation.
4. Complaints are received and considered free of charge.

§ 39

1. A claim can be lodged by:
 - 1) the sender who has concluded an agreement with Poczta Polska on the provision of a postal money order service,
 - 2) the addressee – when the postal money order sum is not delivered to the addressee and the sender has transferred his or her right to make a respective claim to the addressee.
2. If a complaint is filed by a person who is not eligible to file a complaint, the complaint will be considered as non-filed and that person will immediately be informed thereof by a competent Poczta Polska unit. Furthermore, the said person will be informed who is eligible to file such complaints.
3. Complaints can be filed:
 - 1) in writing with the use of the Universal complaint form (specimen No. 10 – for foreign postal money orders; specimen No. 11 – for domestic postal money orders),
 - 2) in an electronic form,
 - 3) orally for the record at a post office,
 - 4) in any other form, different from those mentioned in Items 1 – 3 above, on condition that the intent and claims of the claimant are expressed sufficiently.
4. A confirmation of sending a postal money order will serve as the basis of each complaint. It will be produced for verification of the complaint. In the event that the sender has transferred his or her right to make a claim to the addressee, a respective declaration will be attached. If a complaint is filled electronically, copies of the documents may be attached, subject to Clauses 5 and 6 below.
5. If a postal money order has been sent through the Internet, it is not necessary to attach a confirmation of sending to the Universal complaint form.
6. In the case of considering a complaint related to sending a postal money order through the Internet, Poczta Polska S.A., in justified cases, will have the right to request from the claimant a computer printout confirming the sending of a postal money order (for instance when Poczta Polska fails to identify in its system a given postal money order indicated in the Universal complaint form or when information provided in the Universal complaint form is inconsistent with that of Poczta Polska system).
7. When a complaint is lodged at a post office, the claimant will receive a confirmation of that fact in the form of annotation made on the sending confirmation document. When a complaint is lodged electronically, the claimant will receive a confirmation of lodging a complaint if the complaint complies with formal requirements. In the event that a complaint does not comply with formal requirements, the claimant will need to supplement relevant documentation.

8. Originals of the documents referred to in Clause 4 above will be returned to the claimant at his or her request, against a confirmation of receipt. In the case when the claimant does not request that the originals are returned to him or her, such originals will be returned by Poczta Polska not later than after the completion of the complaint procedure.

§ 41

1. Complaints are considered by a competent Poczta Polska unit within 30 days as of the days when a complaint is lodged.
2. The claimant will be informed of whether the complaint has been acknowledged or not in writing or in an electronic form by means of a message sent to his or her e-mail address. The claimant will also receive information about the right to file an appeal, how, where and when to file it, as well as information about the possibility to make a claim specified in the Law before the complaint procedure has been exhausted, in one of the following proceedings forms:
 - 1) civil court proceedings,
 - 2) conciliatory proceedings presided by the President of the Electronic Communication Office, or
 - 3) proceedings of the Permanent Conciliatory Consumer Court operating under the Electronic Communication Office.
3. The notification referred to in Clause 2 above will include factual and legal grounds only when the complaint is rejected in full or in part.
4. In the case of foreign postal money orders, when it is not possible to provide information whether a given complaint is eligible or not within the period of time stipulated in Clause 1 above, the claimant will receive a letter with information stating the reasons for the delay and a final date when the result will be communicated which in no case can be more than two months from the day when a complaint is received by Poczta Polska S.A.

§ 42

1. In the case of domestic postal money orders, the complaint procedure includes two instances.
2. Complaint proceedings in the first instance and in the second instance are carried out by competent Poczta Polska units.
3. A second instance unit will be specified in the decision given by the first instance unit. A second instance unit will receive appeals which will be filed through the first instance unit.
4. An appeal can be filed within 14 days from the day when a decision of the first instance unit is received.
5. Only the original claimant has the right to file an appeal.
6. When a first instance unit receives an appeal against its decision, it will forward the appeal, including all relevant documents of the case, to a second instance unit within seven days as of the day when it received the appeal.

7. The second instance unit will consider the appeal without delay and will notify the claimant of its decision concerning the appeal within 30 days as of the day when it received the appeal.
8. The claimant who has filed a complaint with regard to a postal money order service may, before the complaint procedure has been exhausted, make a claim specified in the Law, in one of the following proceedings forms: civil court proceedings, conciliatory proceedings presided by the President of the Electronic Communication Office, or proceedings of the Permanent Conciliatory Consumer Court operating under the Electronic Communication Office.

§ 43

1. The complaint procedure is regarded as exhausted when Poczta Polska has rejected to acknowledge a given complaint or when Poczta Polska has not paid the damages claimed within 30 days as of the day when the complaint was approved.
2. Any claims made under the Law become null and void if filed after 12 months following the day when a given postal money order was sent.