

**Terms and Conditions
of a postal order
service**

consolidated text



**Applicable from Tuesday, January 10,
2017**

Chapter I GENERAL PROVISIONS

§ 1

1. Terms and Conditions of postal order service specified the conditions and principles of provision of the postal order service in an international traffic, hereinafter referred to as “Terms and Conditions”, as well as the principles of liability for non-performance or improper performance of the service.
2. To provision of the postal order in an international traffic provisions of these Terms and Conditions shall apply, unless international post rules do not specify otherwise.
3. To the matters not provided herein, commonly applicable provisions shall apply.
4. Post office may not refuse to accept a postal order, if sender satisfies the conditions arising out of these Terms and Conditions or a written agreement for dispatch of postal orders concluded.

§ 2

1. Terms and Conditions shall be available in every postal facility as well as at Poczta Polska S.A.'s website: <http://www.poczta-polska.pl>. Information about the service may be obtained in every postal facility and on the phone on working days, between 8:00am - 8:00pm at 801 333 444 or (+48) 43 842 06 00 (fee as per your network carrier).
2. Relevant specimen or blank forms for provision of the service are available at www.poczta-polska.pl as well as in every post office.

§ 3

The terms used herein shall have the following meaning:

- 1) **Address** – designated place of delivery of the monetary amount specified in the postal order indicated by sender, or a place of return of the amount to its sender,
- 2) **Addressee** – physical person, legal person or an organizational unit without a legal personality, who a postal order is sent to,
- 3) **Price list** – price list that specifies the fees for services provided, which is available in every postal facility as well as at Poczta Polska S.A.'s website. www.poczta-polska.pl¹,
- 4) **Proof of identity** – identity card, passport, driving license, other document with a photography, impression of an official stamp and signature of its holder; in case of foreign

¹ In the wording specified in § 1 it. 1 p. 1 let. a of the decision incorporating the consolidated text.

nationals without any of the above-mentioned documents, other document that constitutes a proof of identity of a foreign national,

- 5) **Service** – withdrawal of the monetary amount specified in a postal order to the addressee, an in cases laid down by the law, also to a different person,
- 6) **Transmission** – execution of a written request of the addressee to send postal orders to the address indicated in this request,
- 7) **Limit value of postal order** – equivalent of 120% of an average salary in a national economy for a year preceding the year, in which postal order was dispatched, announced by the President of the Polish Central Statistical Office in the Official Journal of the Republic of Poland „Monitor Polski”, rounded up to full hundreds of Polish zloty,
- 8) **Customer** – a person commissioning the dispatch of postal order in a postal facility, through a postman or via website,
- 9) **Post code** – Postal Address Code (PNA), consisting of five digits, separated after the first two digits with a hyphen (e.g. 00-940; 10-900); constituting an integral element of the sender’s and recipient’s address; set of postcodes is published in the „Official List of Postcodes”, which is available in every post office and at Poczta Polska’s website; postcode is a component used in the technology utilized by Poczta Polska S.A., allowing for a correct development and administration of postal orders; in case of postal orders addressed abroad, there shall apply a post code applicable to a given country, where withdrawal is performed.
- 10) **Postman** – employee of Poczta Polska S.A., serving or accepting a postal order,
- 11) **International postal regulations** – international agreements concerning the provision of postal order service, binding on the Republic of Poland as well as binding acts of the Universal Postal Union, i.e. Universal Postal Union Convention, Agreement concerning Postal Payment Services, Terms and Conditions of the Agreement concerning Postal Payment Services,
- 12) **Dispatch** – acceptance for serving (in a paper or electronic form) of the amount specified in the postal order,
- 13) **Sender** – a physical person, legal person or organizational unit without a legal personality, who concluded a postal order agreement with Poczta Polska S.A.,
- 14) **Payable** – total amount of postal orders as well as charges for dispatch of postal orders and additional services commissioned,
- 15) **Recipient** – addressee or other authorized person on whom the amount of a postal order is served,

- 16) **Payment “in arrears”** – fee paid based on a VAT invoiced issued after termination of a contractual settlement period,
- 17) **Payment “in advance”** – fee paid entirely before the dispatch of orders,
- 18) **Package** – set of postal orders dispatched via the website,
- 19) **Delivery facility** – unit of Poczta Polska S.A. or agent of Poczta Polska S.A., competent for the place of residence or official seats of an addressee, executing the activities related to serving of postal orders,
- 20) **Postal facility** – entity of Poczta Polska S.A. or agent of Poczta Polska S.A., where sender may conclude an agreement for postal order service, or which serves the amount of postal order on the addressee,
- 21) **Postal register book** – cumulative proof of dispatch of postal orders,
- 22) **Poste restante** - order consisting of serving a postal order to the post office specified by a sender, where addressee collects the amount of order,
- 23) **Proof of dispatch** – document comprising a proof of acceptance by Poczta Polska S.A. of a postal order for execution (original of a slip from Poczta Polska S.A.’s IT system, original of a blank postal order form, copy of postal register book – bearing the impression of a date stamp and signature of postal facility’s employee, printout from the website, including the printout generated by the system of postal register book available at the website after logging in that has the force of an official document),
- 24) **Postal facility’s employee**– person employed by Poczta Polska S.A. or their agent.
- 25) **Postal order** – order for serving the monetary amount by Poczta Polska S.A. on addressee,
- 26) **Complaint** – reporting a claim within the scope of non-performance or improper performance of the postal order service,
- 27) **Post-office box** – a box installed in a post office, locked by an addressee, serving the addressee for a direct acceptance of notifications of arrival of postal orders, made available to the addressee under separate conditions,
- 28) **Website** – website of Poczta Polska S.A. <http://www.poczta-polska.pl>,
- 29) **Act** – Act of November 23, 2012 - Postal Law (J.o.L. of 2016 item 1113, as amended)².

² In the wording specified in § 1 it. 1 p. 1 let. b of the decision incorporating the consolidated text.

Chapter II
DISPATCH OF POSTAL ORDERS

§ 4

1. Postal order in a national traffic may be commissioned for execution:
 - 1) in every postal facility,
 - 2) via the website,
 - 3) through a postman.
2. Postmen accept postal order up to the limit value of postal order.
3. The amount of postal order in national traffic dispatched in a postal facility or via website shall not be restricted.
4. The monetary amount specified in a postal order shall be expressed in PLN, in digits and in words.
5. Sender of a postal order shall not be a minor person (below the age of 13).
6. To acceptance of postal order in national traffic there shall apply provisions of the act of November 16, 2000 on prevention of money-laundering and financing of terrorism (JoL of 2014, it. 299 as amended), particularly those concerning the obligation to establish sender's identity in case of amounts that exceed the amount specified in this act³.

§ 5

1. Postal order in an international traffic shall be accepted for execution by postal order within the scope of agreements concluded by Poczta Polska S.A. with foreign postal operators and other counterparties participating in a transfer exchange.
2. To acceptance of postal order in an international traffic there shall apply the regulations (EC) no 1781/2006 of the European Parliament and of the Council of November 15, 2006 on information on the payer accompanying transfers of funds (Official Journal of the European Union no. 345, p. 1 correction of the Official Journal of the European Union L of 2013, no. 263, p. 20) as well as the act of July 27, 2002 - Foreign Currency Law (JoL of 2012, it. 826 as amended) together with all executive orders⁴
3. Conditions and parameters of provision of a postal order in an international traffic, a.o. the maximum amount of postal order (expressed in the currency, to which the amount of postal order shall be converted), expected date of execution and form of withdrawal (cash

³ In the wording specified in § 1 it. 1 p. 2 of the decision incorporating the consolidated text.

⁴ In the wording specified in § 1 it. 1 p. 3 of the decision incorporating the consolidated text.

or money transfer) result from agreements with international postal operators and other counterparties and shall be included in the "List of countries, where postal orders may be dispatched from Poland".

4. „List of countries where postal order may be dispatched” is available in every postal facility as well as on the website of Poczta Polska S.A.

§ 6

1. In postal facility, postal order in a national traffic shall be commissioned:
 - 1) in a form of verbal or written order,
 - 2) in a paper form by filling an appropriate postal order form:
 - a) printed by Poczta Polska S.A. (templates no. 1, 2, 3),
 - b) printed by sender, subject to § 7 it. 1,
2. In postal facility, postal order in an international traffic shall be commissioned by filling a form of International Postal Order printed by Poczta Polska S.A. (template no. 4). To convert the order amount expressed in Polish zloty to a foreign currency, postal facility's employee shall apply a currency exchange rate applicable as of the date of dispatch in the bank, services of which Poczta Polska S.A. uses within the scope of international settlements.
3. Dispatch of a postal order in a postal facility based on a written or verbal order consists of providing postal facility's employee with contact details of sender and addressee, the amount of postal order (and possibly additional services and content of correspondence) as well as signing the printed proof of dispatch by customer. Signing the proof of dispatch is equivalent to acceptance of information about the postal order⁵.
4. In situation of single dispatch of at least ten postal orders, sender shall include each postal order subsequently in a separate item of the postal register book, subject to § 7 it. 1 of Terms and Conditions, prepared in two counterparts and shall submit them to postal facility's employee in appropriate order, i.e. with address side as per the order of entries to a form.
5. Postal order service agreement, commissioned for execution in a postal facility, shall be deemed concluded as of the date of issuance of a proof of dispatch to a client.
6. Agreement for a postal order in a national traffic commissioned for execution via the website shall be deemed concluded upon confirming the inflow in monetary funds to the indicated bank account. Failure to deposit monetary resources after the lapse of indicated

⁵ In the wording specified in § 1 it. 1 p. 4 of the decision incorporating the consolidated text.

time limit shall be equivalent to sender's withdrawal from the agreement.

§ 7

1. It is allowed to use the postal register book and postal order form of a custom print, if the book and form are compliant with templates printed by Poczta Polska S.A.
2. Postal order form shall be filled without deletions and corrections, in a black or blue color, by hand, in block letters, with ink stamp's impression or with the use of a computer.
3. In case of a postal order addressed abroad, it is recommended that the form was filled without deletions and corrections, in block letters (templates no. 4a and 4b - specimens of completed postal order with an option of withdrawal at the address as well as to the bank account are available at the website and in postal facilities).

§ 8

1. Dispatch of postal orders through the website may be performed by registering individual orders or in the form of package. The dispatch procedure is described at the website.
2. Proof of dispatch of a postal order in a manner, which is referred to in it. 1 constitutes a proof of dispatched generated on the website.
3. Sender may integrate their IT system with the system of Poczta Polska S.A. via Webservice. Description of the Webservice Interface is available on the website.
4. At dispatch of a postal order in electronic form, sender may benefit from additional SMS or e-mail notifications within the scope of:
 - 1) Notifying the sender about acceptance of particular postal order or package of postal orders for execution, in case of dispatching online.
 - 2) Notifying the sender on the final status of execution (annulment, withdrawal, return) of a particular order or postal orders included in a package, regardless of the place of dispatch (postal facility, Internet).
5. In case, when sender, at dispatch of a postal order, specifies a mobile phone number or e-mail address and there occurs an underpayment of amounts due to, Poczta Polska S.A. shall notify the sender by SMS or e-mail about such underpayment, while stating the date, by which appropriate payment must be made. Failure to perform appropriate payment within an indicated time limit shall result in annulment of service. Dispatch of a postal order shall occur after full amount of payables is credited on Poczta Polska S.A.'s account.

§ 9

1. Dispatch of a postal order in a national traffic through a postman shall be made based on a form of postal order printed by Poczta Polska S.A. (template no. 1) or a written order.
2. Postman shall issue a temporary document that confirms acceptance of the monetary amount (template no. 6).
3. Postman shall provide the customer a proof of dispatch and shall collect the temporary document, which is referred to in it. 2.
4. Postman's acceptance of the monetary amount with a completed postal order form or the written order, which is referred to in it. 1 shall be made in the place of residence or official seats of the client.
5. Postal order service agreement, commissioned through a postman, shall be deemed concluded upon issuance to the client a proof of acceptance of the monetary amount.

§ 10

1. The scope of required information, necessary for execution of the postal order service in a national traffic includes the postal order amount as well as the following information about the sender and addressee (subject to it. 4 and 5):
 - 1) name and surname of a full name (company),
 - 2) street, house and flat number – in case of city/town divided into streets, or the name of town and the property number – in case of town, which is not divided into streets,
 - 3) applicable postcode with city/town name.
2. The scope of required information necessary for execution of the postal order service in an international traffic with an option of service to an address shall cover the postal order amount as well as the following information about the sender and the addressee:
 - 1) name and surname of a full name (company),
 - 2) street, number of house and flat or venue,
 - 3) name of city/town, where the postal order amount shall be withdrawn as well as applicable postcode,
 - 4) name of the country of destination.
 - 5) contact details provided in characters and letters without their counterpart in Latin alphabet shall additionally be provided by the sender on the postal order form or additional sheet of paper in a phonetics (concerns a postal order performed by electronic network or Eurogiro).
3. The scope of required information necessary for execution of a postal order service in an

international traffic with an option to be transferred to the addressee's bank account shall include:

- 1) name and surname of the bank account's holder,
 - 2) BIC number of the target bank (BIC - Bank Identifier Code - bank code in an international traffic granted by SWIFT organization, e.g. TATRSKBX),
 - 3) International bank account number in accordance with the standards applicable in the country, where a postal order is transferred (e.g. IBAN number - International Bank Account Number
- in countries of the European Economic Area),
 - 4) street, number of house and flat or venue,
 - 5) name of city/town, where the postal order amount shall be withdrawn as well as applicable postcode,
 - 6) name of the country of destination.
 - 7) contact details provided in characters and letters without their counterpart in Latin alphabet shall additionally be provided by the sender on the postal order form or additional sheet of paper in a phonetics (concerns a postal order performed by electronic network or Eurogiro).
4. If a postal order in a national traffic is imposed to poste restante, the scope of required contact details of the addressee includes:
- 1) name and surname of a full name (company),
 - 2) inscription: „poste restante”,
 - 3) applicable postcode and the name of post office, where the amount of postal order is to be withdrawn.
5. In case of sending a postal order in a national traffic to post office box, the scope of required contact details of the addressee includes:
- 1) name and surname of a full name (company),
 - 2) relevant inscription: „P.O. box no. ...”,
 - 3) applicable postcode and the name of post office, where such post-office box is provided.
6. Sender of a postal order in a national traffic addressed to a person in detention, custody or a military base shall be required to additionally provide the name of father of a postal order addressee.
7. Contact details placed on a postal order must not include nicknames or other agreed characters instead of the name and surname (full name) of sender and addressee. The

name may include commonly used short names except for senders and addressees, who are physical persons and persons listed in § 11 it. 1 of Terms and Conditions.

8. Contact details shall be expressed only with the use of Latin alphabet and Arabic numerals.
9. In case, when the provided address of sender in a national traffic comprises an address abroad, possible return of a postal order may not be performed. Claim for return of postal order shall be subject to a time limit specified in the Civil Code.

§ 11

1. The addressee of a postal order may comprise spouses.
2. Postal order, addressee of which are spouses, may be withdrawn to one of them.

§ 12

1. Sender of a postal order in a national traffic may commission transmission of any correspondence of any content (up to 160 characters) free of charge.
2. Sender of a postal order in an international traffic may commission transmission of any correspondence of any content (up to 140 characters) free of charge.
3. Correspondence may not include content of an illegal nature, i.e. in breach of personal interests, commonly adopted social standards or contrary to commonly applicable provisions of law.
4. Content of correspondence shall be expressed only with the use of Latin alphabet and Arabic numerals.

§ 13

1. At the dispatch of postal orders in a national traffic, sender may order Poczta Polska S.A. to provide a proof of acceptance of the postal order amount.
2. Poczta Polska S.A. shall receive the order, which is referred to in it. 1, from the sender:
 - 1) on an appropriately completed receipt acknowledgment form (template no. 7) - in case of dispatch of postal order;
 - a) with the use of a postal register book,
 - b) through a postman,
 - 2) in a form of verbal or written order,
 - 3) by submission of appropriate disposition on the website.
3. Fee for an additional service shall be specified by the Price List.
4. At the dispatch of a postal order in an international traffic, the sender may request Poczta Polska S.A. to provide a proof of receipt of the amount of postal order, providing that an

agreement with foreign postal operator allows thereto. Information about the countries, where postal orders may be sent to against an acknowledgment shall be available in the "List of countries, where postal orders may be dispatched from Poland", which is available in every postal facility as well as on the website of Poczta Polska S.A.

5. The order, which is referred to in it. 4, shall be accepted by Poczta Polska S.A. from the sender on an appropriately completed international receipt acknowledgment form (template no. 7A).

§ 14

Poczta Polska S.A. may refuse to render a postal order service:

- 1) if postal register book form or a postal order form has been completed by the sender in an illegible or an incomplete way, as well as when it contains deletions, blurs or other corrections, or when the form has been completed in any color other than blue or black.
- 2) in case, when sender uses forms other than those used by Poczta Polska S.A., subject to §7 it. 1 of Terms and Conditions.
- 3) in case of a verbal or written order, or dispatch of postal orders via website, when sender has not provided all required information,
- 4) in case of client's refusal to sign the proof of dispatch.
- 5) In case of failure to deposit a full amount of monetary funds due for a postal order, to appropriate bank account of Poczta Polska S.A. in a cashless form.

Chapter III

PROTECTION OF PERSONAL DATA

§ 15

1. Administrator of senders' personal data as well as of addressees' personal data provided by senders is Poczta Polska S.A. with its registered office situated: ul. 8 Rodziny Hiszpańskich Street, 00-940 Warsaw.
2. Personal data, which is referred to in it., 1 shall be collected by Poczta Polska S.A. for the purpose of rendering the services, which are referred to in these Terms and Conditions as well as in other purposes permitted by law.
3. Provision of personal data is voluntary, however necessary for the purpose of execution of the services, which are referred to in these Terms and Conditions.

4. Persons, which personal data refer to, shall be allowed to access their personal data held by administrators as well as to correct such data, as well as to submit a written justified claim to terminate processing thereof due to an exceptional situation or to lodge an objection as to processing of their personal data for marketing purposes or to provision of such data to other data administrator.
5. Authorizations within the scope of access to personal data as well as correction thereof shall not violate the rights and obligations of Poczta Polska S.A. resulting from the provisions of applicable law that regulate rendering of postal services.
6. Data concerning the facts and considerations of provision of postal services or using those services, including data concerning persons that use those services, constitute a postal secret within the meaning of art. 41 of the act.

Chapter IV

SETTLEMENT OF PAYABLES

§ 16

1. Payables related to execution of a postal order service in a national and international traffic, i.e. the amount of order and the fee, shall be settled by cash "in advance" or in a cashless form "in advance", subject to it. 2.
2. Based on a written agreement between Poczta Polska S.A. and a sender, there may also be established a payment method other than specified in it. 1, i.e. payment by cash "in arrears".
3. The amount of fees for individual clients (who have not concluded a written agreement for provision of services) for execution of a postal order service and the fees for additional services shall be specified in the Price List.
4. The amount of fees for clients, who concluded a written agreement for execution of postal order service as well as fees for additional services shall be specified in the agreement.
5. In case of payment of payables related to dispatch of a postal order in a cashless form in the amount that exceeds the amount of payables, Poczta Polska S.A. shall return the excess to sender's bank account, which was used to pay for service, subject to it. 6.
6. The agreement concluded between Poczta Polska S.A. and the consignor, may include individual terms of return of excess amounts, which are referred to in it. 5.
7. In case of payment of payables in a cashless form in the amount lower than the amount of payables, postal orders shall be executed upon the inflow of the difference to an

appropriate bank account of Poczta Polska S.A. Lack of payment shall be equivalent to sender's withdrawal from conclusion of the service agreement.

8. Monetary funds, which were paid to Poczta Polska S.A.'s bank account shall not be subject to interest.
9. The fee for delivery of a postal order shall be paid by cash "in advance" or in a cashless form "in arrears" based on the Price List.

§ 17

Repealed.

Chapter V

SERVICE OF POSTAL ORDERS

§ 18

1. The amount of postal order shall be paid out upon prior:
 - 1) establishment by an employee of Poczta Polska S.A. of a person authorized to receive the amount in question under the agreement,
 - 2) verification of the recipient's identity, if such person is not personally known to Poczta Polska S.A.'s employee,
 - 3) payment of charges imposed on a postal order by its recipient,
 - 4) recipient's acknowledgment of receipt of the amount of postal order on a proper receipt document, if a postal order is dispatched against acknowledgment - also on such acknowledgment form.
2. Amounts of postal orders shall be delivered in conformity with art. 37 of the act and these Terms and Conditions.
3. In case of postal orders, value of which exceeds the limit value of postal order, leaving the notification, which is referred to in §21 it. 2 of Terms and Conditions, shall be deemed equivalent to an attempted delivery.
4. In case of postal orders sent from abroad to be paid out in Poland, to convert the amount of order expressed in a foreign currency to Polish zloty there shall apply a currency exchange rate of the bank, services of which, within the scope of international transactions, are used by Poczta Polska S.A. throughout Poland, applicable as of the date of arrival of the order or funds, dedicated to cover the amount of order, to Poczta Polska

S.A. (depending on agreements concluded by Poczta Polska S.A. with foreign counterparties).

5. Postal orders dispatched abroad shall be paid out in the country of destination in accordance with the provisions of a given country.
6. The amount of postal orders arriving from abroad, addressed to bank accounts of addresses within Poland, shall be transferred by Poczta Polska S.A. in an original currency, unless transmission of the amount in Polish zloty has been agreed with a foreign operator.
7. Poczta Polska S.A. shall deduct income tax premiums from the amounts of postal orders sent from abroad that contain pension benefits, which are paid out by postal facilities.
8. Statutory representative has the obligation to submit a declaration on authorization to represent the addressee.

§ 19

1. Recipient of the postal order amount shall be required to confirm its receipt with their legible signature (full name) as well as the date of receipt.
2. Moreover, the proof of withdrawal shall also include properties of an identity document affixed by Poczta Polska S.A.'s employee.
3. In case, when recipient is known to Poczta Polska S.A.'s employee personally, it is permissible to waive the request to present an identity document. In case, when recipient is not an addressee, full information identifying the recipient must be noted, e.g. "adult household member", "general PoA", "notarial PoA" or "authorized person".
4. Addressee's refusal to acknowledge the withdrawal of the postal order amount or the payment of charges thereon shall be deemed as refusal to accept thereof.
5. Refusal to acknowledge the receipt as well as a refusal to pay any charges imposed on the postal order by a member of addressee's household, who is not their attorney or statutory representative shall not be treated as refusal to accept the amount of postal order.

§ 20

1. Addressee or sender, in case of return of the postal order, may submit a disposition that Poczta Polska S.A. transferred the amount of postal order to an indicated bank account in accordance with the disposition submitted on a request form (template no. 8).
2. Submission of the disposition, which is referred to in it. 1 shall not be subject to additional charges.

3. Disposition shall not concern a pension order dispatched abroad, which shall be paid out solely to the addressee or their legal representative or attorney designated under the provisions of law applicable in Poland.
4. The disposition, which is referred to in it. 1 shall be submitted in a postal facility after the authorization to submit thereof is documented.
5. Transfer of postal order amounts to bank accounts may also be made based on disposition, on which authenticity of signature of person and their authorization to represent the addressee or sender in case of returns of postal orders has been declared by a court, notary public or a public authority with the use of an official seal.
6. In a situation described in art. 37 it. 2 p. 6 of the act, if in the organizational unit, where addressee resides personal delivery of the postal order is significantly hampered, or impossible, and such unit does not perform cash transactions, the disposition, which is referred in it. 1, may also be submitted by the head of such unit.

§ 21

1. Postal facilities shall pay out the amounts of postal orders, which are:
 - 1) advised,
 - 2) addressed to a post-office box,
 - 3) dispatched to the poste restante,
 - 4) with a value that exceeds the limit value of postal order.
2. The addressee shall be notified about the arrival to postal facilities of postal orders, which are referred to in it. 1 p. 2, by leaving a notification in a post-office box, subject to the provisions specified in § 22 it. 2 of these Terms and Conditions.
3. Amounts of postal orders dispatched to restante shall be paid out only to the addressee.
4. Withdrawal of the amount of postal order in a postal facility to a mature person residing jointly with the addressee (if the addressee has not submitted to a postal facility a reservation within the scope of delivery if a postal order) shall be made only after submitting a written declaration of living jointly with the addressee.

§ 22

1. In case of declaring absence of the addressee or other persons authorized to receive the amount of postal order, who are referred to in art. 37 it. 2 p. 2 - 6 of the act, a postman shall leave a notification (awizo) about the attempted delivery of postal order in the addressee's post box.

2. If recipient does not collect the amount of postal order, the postal facility, where postal order is available shall deliver a repeated notification about possible collection thereof on the 7th day from the date following the date of leaving the first notification.

§ 23

1. Deadline for collection of a postal order paid out in Poland shall be 14 days from the day following the date of:
 - 1) leaving the notification, which is referred to in §21 it. 2 and §22 it. 1 of these Terms and Conditions,
 - 2) arrival of the postal order to a delivery facility - for postal orders addressed to poste restante.
2. Deadline for collection of the postal order paid out abroad shall be specified by the rules applicable in the country of destination.
3. Failure to collect a postal order within the time limit, which is referred to in it. 1 shall be returned to its sender.
4. Postal order, which may not be delivered to sender shall be treated as undeliverable and shall be directed to a designated unit of Poczta Polska S.A.

§ 24

1. For return of the postal order, sender shall be charged a fee under the Price List applicable as of the date of its dispatch.
2. The fee, which is referred to in it. 1 may be deducted from the amount of postal order transferred to a bank account, in accordance with the disposition specified in § 20 of Terms and Conditions.
3. In situation of a return of postal order to its sender, in accordance with the disposition specified in §20 of Terms and Conditions, amount of which is lower than the fee for return due to Poczta Polska S.A., Poczta Polska S.A. shall collect the above-mentioned fee:
 - 1) based on issued invoice,
 - 2) from the sum of postal orders to be transferred to the bank account.
4. Fee for return of a postal order shall be paid by cash or in a cashless form.
5. The agreement concluded between Poczta Polska S.A. and the consignor, may include individual terms of payment of the fee, which is referred to in it. 1.
6. Postal order, which may not be delivered due to death of the addressee shall be returned

by Poczta Polska to the sender.

7. In case of a postal order in an international traffic, return is made in Polish zloty. The amount returned shall be equal to the amount paid in by the sender or the amount, which their account was charged with. The amount of return shall be increased by the amount of collected fee in case of any mistake made by a postal operator.
8. The amount of postal order addressed to the bank account abroad shall returned to the sender may be decreased by charges of foreign banks.

Chapter VI

CLAIMS

§ 25

1. Sender, after payment of the fee specified in the Price List, may, before delivery of the postal order amount, withdraw from the agreement for provision of the postal order service as well as request an amendment of the addressee or their address.
2. Sender shall submit the request, which is referred to in it. 1, in a postal facility by filling an appropriate form of request (template no. 9 and 10) of amendment to the agreement as well as by presenting: a proof of dispatch thereof and a proof of identity.
3. In case of foreign postal orders, request of changes in the address or addressee's data may be executed, if provisions applicable in the country of destination stipulate such procedure.

§ 26

1. Sender may demand issuance of any number of copies of the proof of dispatch against the fee, which is specified in the Price List.
2. Sender shall submit the request, which is referred to in it. 1, on a Universal complaint form (template no. 11) in a postal facility by presenting a proof of dispatch and a proof of identity.
3. In special situations, upon motivated request, in case of lack of the original proof of dispatch, it is allowed to issue a copy of the proof of dispatch based on data contained in the Universal complaint form.
4. Copy of the proof of dispatch shall be issued within the absolute time limit of 12 months from the date of dispatch of a postal order.

§ 27

1. The addressee, after payment of fee specified in the Price List, may submit written request of delivery of postal orders with the use of delivery request form (template no. 9A) in a delivery facility, while specifying the term of request.
2. The submitted request shall be executed for up to 12 months from the date of submissions.
3. The addressee may submit a request of further delivery of postal orders, whereas the period of delivery of subsequent request shall not be longer than 12 months.
4. The fee for delivery of postal orders shall be made by the addressee at each collection, subject to it. 7.
5. Fee for delivery of postal orders shall not be collected, if it is executed within the area of delivery of the same delivery facility.
6. The fee for delivery may be deducted from the amount of postal order transferred to the addressee's bank account, in accordance with the disposition specified in § 20 of Terms and Conditions.
7. In situation of delivery of postal order to the addressee's bank account, based on the disposition specified in §20 of Terms and Conditions, amount of which is lower than the fee for delivery due to Poczta Polska S.A., Poczta Polska S.A. shall collect the above-mentioned fee:
 - 1) based on issued invoice,
 - 2) from the sum of postal orders to be transferred to the bank account.

§ 28

1. Addressee may submit in writing, with the use of a deposit request form, in a postal facility competent for the place of residence or seats of the addressee, by eFormularz (eForm) available at www.poczta-polska.pl, a written request to deposit the monetary amount specified in the postal form after the deadline for collection, together with an indication of the term of deposit, subject to it. 4.
2. The request, which is referred to in it. 1 may be accepted after payment of the fee specified in the Price List. In case of eFormularz submission, the Addressee shall be required to pay the fee at collection of the postal order.
3. The term of deposit of monetary amounts specified in postal orders shall be up to 7 calendar days from the day following the date of lapse of the deadline, which is referred to in §23 it. 1 of Terms and Conditions.
4. In case, when it is not possible to deposit monetary amounts specified in postal orders

after lapse of the time limit for collection, due to organizational and technical conditions in a given postal facility, such delivery facility may refuse to accept the request, which is referred to in it. 1.

§ 29

1. Sender or addressee of the postal order shall be authorized to acquire information on a postal order within the scope of:
 - 1) date of dispatch of a postal order,
 - 2) full name of the recipient of a postal order as well as the date of its withdrawal.
2. The addressee may acquire information on the name and surname or a full name of the sender of a postal order, which was returned due to a lack of timely collection thereof.
3. Information, which is referred to in it. 1 and 2 shall be provided in oral or written form after having documented the requestor's authorizations, for 12 months following the date of dispatch of a postal order. Application for information shall be submitted by the sender or addressee in any postal facility on a Universal complaint form (template no. 11) or in any written form.
4. It is possible to provide the addressee with information on the sender's name and surname or the full name prior to withdrawal of the postal order amount. However, disclosure of such information to the addressee is not permissible, if the sender requested the return of postal order.
5. Disclosure of information relating to postal orders to third parties is allowed only in cases specified under separate provisions.

§ 30

1. The addressee may submit in a delivery facility a written restriction of withdrawal of postal orders to mature persons residing with them:
 - 1) permanently,
 - 2) periodically,
 - 3) on a one-off basis - to collect only specified postal order.
2. Such restriction shall be effective only within the area of operation of a given delivery facility.
3. Condition for acceptance of such reservation is:
 - 1) presenting a completed form of restriction (template no. 12),
 - 2) proving an identity of the addressee based on an identity document,

- 3) signing the form, which is referred to in p. 1, by an addressee in the presence of the delivery facility's employee.
- 4) payment of fee for submitted restriction in accordance with the applicable Price List.

Chapter VII AUTHORIZATION

§ 31

1. Postal orders may be delivered to the addressee's attorney based on the power of attorney granted on the general terms or based on the postal authorization.
2. The addressee shall grant a postal authorization by submitting a written declaration of intent in the employee's presence in a delivery facility, or in case, when the addressee is not able to move unaccompanied - in the place of addressee's residence.
3. The addressee may submit a postal authorization:
 - 1) permanent - to collect all or indicated postal orders,
 - 2) temporary - to collect all or indicated postal orders,
 - 3) on a one-off basis - to collect only specified postal order.
4. Postal authorization shall be effective only within the area of operation of a given delivery facility. If an authorization has been submitted in a different postal facility than the delivery facility, the facility accepting an authorization shall be required to immediately send, to the electronic address of competent delivery facility, an information included in the accepted authorization or a scanned copy of the authorization, while leaving the original authorization in the facility, where it was accepted.
5. The condition for acceptance of a postal authorization submitted by a natural person is:
 - 1) presenting a completed form of authorization (template no. 13 and 14),
 - 2) proving an identity of the authorization's grantor based on identity documents,
 - 3) indication of proxy's data (name, surname as well as the type, series and number of the identity document),
 - 4) signing the authorization form in the presence of a postal facility's employee.
6. In case of submitting the postal authorization by a legal entity or an organizational unit without a legal personality, the following items are required:
 - 1) submission of the completed form, which is referred to in it. 5 p. 1,
 - 2) presenting by the signatory of the authorization form, of their power to represent given

- legal entity or organizational unit without a legal personality (by presenting appropriate documents, e.g. a transcript from applicable register, deed of appointment),
- 3) indication of proxy's data (name, surname as well as the type, series and number of the identity document),
 - 4) signing the authorization form in the presence of a postal facility's employee by the person authorized to represent the legal entity or the organizational unit without a legal personality.
7. Postal authorization may be revoked at any time.
 8. Acceptance of a postal authorization shall be subject to a charge in accordance with the Price List.

Chapter VIII

LIABILITY OF POCZTA POLSKA S.A.

§ 32

1. Poczta Polska S.A. Shall be responsible for non-performance or improper performance of the service in accordance with these Terms and Conditions as well as commonly applicable regulations.
2. Postal order in a national traffic shall be deemed unperformed, when failure to deliver the monetary amount specified in the postal order has been declared.
3. Postal order in a national traffic shall be deemed improperly performed, when attempted delivery of the monetary amount specified in the postal order by Poczta Polska S.A. has not occurred within 8 days following the date of dispatch, subject to postal orders containing social insurance benefits, including pension benefits.
4. Postal orders with social insurance benefits (including pension benefits) in a national traffic shall be deemed improperly performed, if delivery or attempted delivery of the monetary amount by Poczta Polska S.A. does not occur within the time limit specified in the service agreement.
5. The time limit, which is referred to in it. 3 shall not include Saturdays and public holidays.

§ 33

1. Provisions of §35 of Terms and Conditions shall apply to liability of Poczta Polska S.A. for non-performance or improper performance of the postal order with social insurance benefits, including pension or social benefits as well as postal order to rural area.

2. Compensation for non-performance of the postal order service, which is referred to in it. 1 shall constitute five times the amount of fee collected for its dispatch.
3. In case of failure to perform the service, which is referred to in it. 1, the entire monetary amount specified in the postal order as well as the entire fee collected for its dispatch shall also be refunded.
4. Contractual penalty improper performance of the postal order service, which is referred to in it. 1 shall be equal to 20% of the amount of fee collected for its dispatch.
5. In case, which is referred to in it. 3, the sender or addressee shall be entitled to seek additional compensation in excess of actually incurred damages.
6. Compensation or contractual penalty shall be paid in accordance with a written order of the claimant, within the time limit of up to 30 days from the date of acceptance of the complaint.

§ 34

1. To liability of Poczta Polska S.A. for non-performance or improper performance of the postal order other than listed in §33 it. 1, there shall apply provisions of §35 of Terms and Conditions as well as the Civil Code.
2. Contractual penalty for non-performance of the postal order service other than listed in §33 it. 1 of Terms and Conditions shall constitute five times the amount of fee collected for its dispatch.
3. In case of failure to perform the service, which is referred to in it. 1, consisting of failure to deliver the amount of postal order to the recipient, the entire monetary amount specified in the postal order as well as the entire fee collected for its dispatch shall also be refunded.
4. Contractual penalty for improper performance of the postal order service other than listed in §33 it. 1 of Terms and Conditions shall constitute 20% of the amount of fee collected for its dispatch.
5. In cases, which are referred to in it. 2 and 4, the sender or the addressee shall be entitled to seek additional compensation in excess of actually incurred damages.
6. Contractual penalty or compensation for non-performance of improper performance of the postal order service shall be paid in accordance with a written order of the claimant within the time limit of up to 30 days following the complaint's acceptance.

§ 35

1. Poczta Polska S.A., shall be liable for non-performance or improper performance of the

postal order service, unless such non-performance or improper performance occurred:

- 1) as a consequence of the force majeure;
 - 2) for reasons attributable to the sender or the addressee, independent of postal operator;
 - 3) due to violation of the provisions of the act or these Terms and Conditions by the sender or by the addressee.
2. While referring to one of causes listed in it. 1, Poczta Polska S.A. shall present a proof of its occurrence.
3. Poczta Polska S.A., shall be liable for non-performance or improper performance of the postal order service in the amount specified in §33 and §34 of Terms and Conditions, unless such non-performance or improper performance:
- 1) results from an unlawful act;
 - 2) results from intentional fault of Poczta Polska S.A.;
 - 3) results from a gross negligence of Poczta Polska S.A.
4. In cases listed in it. 3 p. 1-3, Poczta Polska S.A. shall bear the liability in a full amount.

§ 36

1. Liability concerning the execution of the postal order in an international traffic shall be regulated by international postal regulations.
2. Poczta Polska S.A.'s liability at execution of the postal order in an international traffic shall be limited to proper execution of the subject payment order.
3. Poczta Polska S.A. shall be liable towards the sender of a postal order in an international traffic in relation to the amounts deposited in a postal facility or received from the sender's account until:
 - 1) postal order is paid out, or
 - 2) postal order is transferred to addressee's account, or
 - 3) the amount of order is returned to the sender in cash or by a transfer to sender's account.
4. Poczta Polska S.A. shall not bear the liability:
 - 1) in case of delay in performance of the service,
 - 2) when they may not settle the execution of a postal order with its sender due postal data having been damaged by a force majeure, unless a proof of sender's fault is presented,
 - 3) when damage was caused by mistake or negligence of the sender, particularly in relation to the obligation to present correct information supporting the commissioning

of a postal order, including the fact that the transferred amount comes from a legal source and that the commissioned postal order is allotted to legal purposes,

- 4) if the transferred amount has been confiscated,
- 5) in case of any amounts for prisoners of war or detained civilians,
- 6) when user has not submitted a complaint within the time limit stipulated in Terms and Conditions,
- 7) When there lapsed the time limit for appeal in relation to postal payment services in the country of dispatch.

Chapter IX

CLAIMING DAMAGES AND COMPLAINT PROCEDURE

§ 37

The authorized person may claim their damages in the following proceedings:

- 1) court proceeding,
- 2) proceedings concerning the extrajudicial resolution of consumer disputes conducted by the President of the Office of Electronic Communications⁶
- 3) proceeding before the Permanent Consumer Arbitration Court of the President of the Office of Electronic Communications.⁷
- 4) complaint proceeding conducted by Poczta Polska S.A.

§ 37a⁸

Proceedings concerning the extrajudicial resolution of consumer disputes between the sender or the addressee and Poczta S.A. Polska shall be conducted by the President of the Office of Electronic Communications (address of the official seats: ul. 18 Kasprzaka Street 20, 01-211 Warsaw; website address: www.uke.gov.pl), at the request of the addressee, the sender or ex officio, if protection of the consumer's interest so requires. Within the framework of the proceeding, which is referred to in the first sentence, there may be resolved consumer disputes between the consumer residing within the territory of the Republic of Poland or other EU country and Poczta Polska S.A. Consumer shall mean a natural person transacting with an entrepreneur in a way that is not directly related to their economic or professional activity.

⁶ In the wording specified in § 1 it. 1 p. 5 of the decision incorporating the consolidated text.

⁷ In the wording specified in § 1 it. 1 p. 5 of the decision incorporating the consolidated text.

⁸ Added in the wording specified in § 1 it. 1 p. 6 of the decision incorporating the consolidated text.

The dispute may also be conducted, when the consignor or addressee is not a consumer. Request for initiation of proceeding may be lodged in paper form or electronically.

§ 38

1. Poczta Polska S.A., shall consider complaints in the mode described in this Chapter within the scope of national transfers as well as those dispatched in Poland abroad.
2. Complaint shall mean reporting a claim for non-performance or improper performance of the postal order service,
3. Complaint shall also mean reporting of non-performance or improper performance of the service, which does not include a claim for payment of compensation or contractual penalty.
4. Accepted and considered complaints shall not be subject to any charges.

§ 39

1. The right to claim damages shall be vested in:
 - 1) sender, who concluded a service agreement with Poczta Polska S.A.,
 - 2) Addressee, in case, when sender waives their right to claim damages in favor of the addressee or, when the amount specified in the postal order has been delivered to the addressee.
2. Complaint submitted by an unauthorized person shall be treated as not submitted, about which an appropriate unit of Poczta Polska S.A. shall immediately inform the claimant, while informing them about the possibility to submit a complaint by an authorized person.

§ 40

1. Complaint within the scope of postal orders in a national traffic may be submitted in every postal facility, not earlier than upon the lapse of 14 days from the day following the date of dispatch and not later than within 12 months following the date of dispatch.
2. Complaint within the scope of postal orders in an international traffic may be submitted in every postal facility, not earlier than upon the lapse of 14 days from the day following the date of dispatch and not later than within 6 months following the date of dispatch.
3. Complaint shall be made in any of the following forms:
 - 1) written - on a Universal complaint form (template no. 10 - for postal order in an international traffic and template no. 11 - for postal order in a national traffic),
 - 2) electronic,

- 3) verbal - into a record of a postal facility,
 - 4) other than listed in p. 1 - 3, which disclose the claimant's intent to the satisfactory extent.
4. Basis for acceptance of the complaint shall be a proof of dispatch of the postal order, which shall be presented for inspection, for the purpose of verification of the complaint submitted. In case of transferring authorizations by the sender to the addressee, there shall also be presented a declaration on the waiver of rights to claim damages. Complaints made via the means of electronic communication may be annexed with copies of the documents, which are referred to in above, subject to it. 5 and 6.
 5. In case of dispatching a postal order via Internet, attaching the proof of dispatch to the Universal complaint form is not required.
 6. In case of consideration of complaints concerning the dispatch of postal order via the Internet, in justified cases, Poczta Polska S.A. reserves the right to request the claimant to present a printout confirming the dispatch of postal order (e.g. in case, when a postal order with a number indicated on the Universal complaint form does not exist in Poczta Polska S.A.'s system, inconsistency of the data contained in Poczta Polska S.A.'s system and the data indicated on the Universal complaint form).
 7. As a proof of receipt of a complaint in a postal facility, claimant shall receive a confirmation in the form of an appropriate annotation placed on the proof of dispatch of a postal order. As a proof of receipt of a complaint submitted by means of electronic communication, the sender shall receive a confirmation on case, when such complaint satisfies formal requirements. In case, when sender does not satisfy those requirements, they shall be requested to complement the documentation.
 8. Originals of documents, which are referred to in it. 4 shall be returned to the claimant against acknowledgment, at any time, at their request. In case of no application, such documents shall be returned to the claimant at the latest upon the end of the complaint procedure.

§ 41

1. Complaint shall be considered by an appropriate unit of Poczta Polska S.A. within up to 30 days following the date of its submission.
2. The claimant shall be informed about the outcome of complaint consideration in writing or in an electronic form to the address of electronic mail indicated in the complaint together

with an instruction on the right of appeal as well as indication of the address at which appeal shall be lodged, deadline for its submission as well as possibility of earlier, i.e. before exhaustion of the complaint procedure, claiming of damages specified in the act in one of the following proceedings:

- 1) court proceeding, or
 - 2) proceeding concerning the extrajudicial resolution of consumer disputes conducted by the President of the Office of Electronic Communications⁹
 - 3) proceeding before the Permanent Consumer Arbitration Court of the President of the Office of Electronic Communications.
3. Notification shall include actual and legal justification only in case of refusal of the complaint in its entirety or part.
4. Within the scope of postal order in an international traffic, in situation of the lack of possibilities to respond on time, which is referred to in it. 1, competent unit of Poczta Polska S.A. informs the claimant in writing about such fact, while stating the reason for delay as well as the final deadline for response to a complaint. The final deadline for response as well as for transfer of amounts due to the claimant shall not exceed two months following the date of receipt of the complaint by a competent unit of Poczta Polska S.A.
5. In case of a refusal to accept the complaint in its entirety or part, Poczta Polska S.A. shall inform the claimant on the agreement or refusal to participate in the proceeding concerning the extrajudicial resolution of consumer disputes before the President of the Office of Electronic Communications.¹⁰

§ 42

1. The complaint procedure within the scope of postal orders in a national traffic shall be carried out in two instances.
2. Complaints in the first and second instance shall be considered and executed by designated units of Poczta Polska S.A.
3. The unit of second instance, where appeal may be lodged via a competent unit of the first instance shall be designated unit of Poczta Polska S.A. indicated in the decision of first instance unit.
4. Appeal shall be made within 14 days following the date of receipt of response from the first

⁹ In the wording specified in § 1 it. 1 p. 7 let. a of the decision incorporating the consolidated text.

¹⁰ In the wording specified in § 1 it. 1 p. 7 let. b of the decision incorporating the consolidated text.

instance unit.

5. The right of appeal shall be vested in the claimant.
6. The first instance unit that received an appeal shall transfer the appeal with case files to the second instance unit within 7 days following the date of receipt of an appeal.
7. The second instance unit shall consider the appeal immediately and inform the claimant about the outcome of consideration within up to 30 days following the date when appeal was lodged.
8. Before exhaustion of the complaints procedure, the claimant, within the scope of the postal order service, may appeal and enforce their claims by means of a court proceeding, in a proceeding concerning the extrajudicial resolution of consumer disputes before the President of the Office of Electronic Communications or in a proceeding before the Permanent Consumer Arbitration Court of the President of the Office of Electronic Communications.¹¹
9. For the purpose of amicable settlement of consumer disputes, in case of commissioning of the postal order service via the website, the claimant shall have the possibility to use a Union complaint platform ODR, available at: <http://ec.europa.eu/consumers/odr>.

§ 43

1. The complaints procedure shall be deemed exhausted in case of Poczta Polska S.A.'s refusal to accept the complaint or failure to pay the sought amount within 30 days following the acceptance of complaint.
2. *(Repealed)*.

¹¹ In the wording specified in § 1 it. 1 p. 8 of the decision incorporating the consolidated text.