

TERMS AND CONDITIONS OF THE GZM TRANSPORT SYSTEM

valid from 1 October 2024

INTRODUCTORY PROVISIONS AND DEFINITIONS

§ 1

Introduction

1. The subject of these Terms and Conditions is to define the rules for the use of the GZM Transport System.
2. The Terms and Conditions are generally available electronically on the Customer Website (transportgzm.pl), in the Mobile Application (Transport GZM) and in SADiS as well as in a paper version in Passenger Service Centres and Points of Sale.
3. The primary purpose of the System is to support the process of acquiring rights to travel on public transportation organised by ZTM in accordance with the applicable Fares.
4. GZM is the Owner of the System.
5. ZTM is the Administrator of the System.
6. Issuer of the Payment Instrument is Polskie ePłatności Sp. z o.o., headquartered at Tajęcina 113, 36-002 Jasionka, entered in the Business Register kept by the District Court in Rzeszów 12th Business Department of the National Court Register under the number of 0000227278, VAT Reg. No: 5862141089, REGON: 220010531, which is also the Payment Operator.
7. ZTM shall be the Administrator of personal data processed by the System with the exception of the data related to the Payment Instrument.
8. The Issuer of the Payment Instrument shall be the Administrator of personal data related to the issuance and operation of the Payment Instrument.
9. The system is an account-centric system, i.e., information about acquired services and rights is stored in the central part of the System.
10. Payment Instrument services shall be provided as part of the System.

§ 2

Definitions

1. **Mobile Application** – an application for devices using the Android and iOS operating systems that enables operation of the Individual User Account of the GZM Transport System and make journeys at the applicable Fare,
2. **BLIK** – a payment scheme operated by Polski Standard Płatności Sp. z o.o.,
3. **E-Commerce** – services available from the Internet supporting online sales conducted on the Customer Website and in the Mobile Application, and Blik payments at a POP and SADiS,
4. **GZM** – Upper Silesian Metropolitan Area (Górnośląsko-Zagłębiowsko Metropolia), with its headquarters at ul. Barbary 21a, 40-053 Katowice, owner of the GZM Transport System,
5. **Password** – a secret string of characters assigned by the System User securing access to the System account,
6. **Identifier** – an entity that enables unique identification of an Individual User Account, assigned to one Individual User Account only. The Mobile Application, the ŚKUP card, the Metrokarta card, or an EMV card and its surrogates can be identifiers in the system,
7. **Individual User Account (IKU) – Customer Account**– an account in the System that contains all information about purchased services, Identifiers, personal data of the account owner, managed from the level of the Customer Website and Mobile Application; a Named Profiled Account and an Anonymous Profiled Account may be distinguished here.
8. **ZTM Hotline** – a telephone line operated by ZTM to serve passengers, open 24 hours a day at the telephone number 800 16 30 30,
9. **Payment Instrument** – a set of procedures agreed upon for the System enabling the dedicated account to be credited with payment funds, used by the System User (Customer) to submit a payment order; The Payment Instrument may only be used in a limited manner

- that enables the holder to purchase goods or services only within a limited network of entities contractually bound directly to the issuer of the Instrument,
10. **Login** – an identifier of the Customer's Account in the System that allows logging into the System application,
 11. **Fare** – the Fare for the transportation of passengers and luggage of Transport GZM, specifying, among other things, the rules of validity of tickets and fees, their price, and the conditions for ticket returns,
 12. **Static fare** – the part of the Fare that defines tickets whose price is known at the time of purchase (e.g., season tickets),
 13. **Dynamic fare** – the part of the Fare that defines tickets whose price is determined by additional processing after the passenger has completed the trip (e.g., Start/Stop Travel fare),
 14. **MTT/PaYG model** – Mass Transit Transaction/ Pay as You Go model created by Visa and Mastercard that aims to standardise and popularise public transport travel based on payment cards,
 15. **Mobile device** – a mobile device with an Android or iOS operating system with the parameters defined in § 5,
 16. **PESEL number** – an identification number of the Universal Electronic System for Registration of the Population as defined by the Population Registration Act of 24 September 2010 (consolidated text: Journal of Laws of 2022, item 1191, as amended),
 17. **Customer Account Number** – an IKU number, unique in the System scale, that enables unique identification of the account in the System, available on the Customer Website and in the Mobile Application,
 18. **PESEL equivalent/Foreigner ID** – number of an identity document, e.g., passport,
 19. **ŚKUP Card** – a card issued within the framework of the ŚKUP System,
 20. **EMV Card** – a payment card compliant with the standards of the EMV consortium,
 21. **PIN Code** – a secret string of characters that authorises access to selected functions of the system, e.g., payments above a certain threshold,
 22. **Named Account** – a **Customer Account** for which the following personal information is provided: PESEL, PESEL equivalent/Foreigner ID, first and last name, photo,
 23. **Anonymous Account** – a **Customer Account** to which personal data such as first name, last name, PESEL or PESEL equivalent/Foreigner ID, first name, family name, photo have not been linked,
 24. **Profiled Account** – a Named Account or Anonymous Account for which the data necessary to perform authentication operations on the Customer Website and Mobile Application has been defined,
 25. **Non-profiled Account** – a Named Account or Anonymous Account for which the data necessary to perform authentication operations on the Customer Website and Mobile Application has not been defined,
 26. **Inspector** – a person authorised by ZTM to perform the inspection of documents for the transportation of passengers or luggage in the area covered by the GZM Transport System,
 27. **Passenger** – a person using public collective transportation organised by ZTM, acting on behalf of GZM. As defined herein, it is the System User,
 28. **Power of Attorney** – a power of attorney to perform activities related to the operation of an IKU account granted by the account owner in a form of a notarial deed or with a notarised signature. A simple written form of granting a power of attorney shall also be acceptable provided that the principal signs the power of attorney in the presence of a POP employee. A template power of attorney is attached as Appendix No. 1 to the Terms and Conditions,
 29. **Power of attorney for redemption of funds** – a power of attorney for the action of redemption of funds accumulated on the Electronic Money Instrument, granted by the account owner in the form of a notarial deed or with a notarised signature. A simple written form of granting a power of attorney shall also be acceptable provided that the principal signs the power of attorney in the presence of a POP employee. A template power of attorney is attached as Appendix No. 1 to the Terms and Conditions,

30. **Customer Website** – a web-based application available at www.transportgzm.pl that enables the use of an Individual User Account of the GZM Transport System
31. **POP** – Passenger Service Centre operated by ZTM where a System User may perform certain account-related activities as per Appendix No. 4; the list of POPs is publicly available in electronic form on the Customer Website,
32. **Point of sale** – a ZTM partner point where tickets are distributed and Metrokarta cards are issued,
33. **GDPR** – Regulation of European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC,
34. **SADiS** – Stationary Distribution and Vending Machine where the System User may perform certain account activities in accordance with Appendix No. 4,
35. **System** – A system consisting of hardware and software along with the technical infrastructure necessary for its operation, supporting the management and implementation of ZTM public services (in the scope of planning, organising, and managing public collective transport) electronically, owned by GZM,
36. **ŚKUP System** – the Silesian Public Services Card System, which was developed under the Agreement of 9 January 2012 for the supply, implementation, and maintenance of the ‘Silesian Public Services Card’ System, concluded as a result of a public procurement, between the Communal Transport Union of the Upper Silesian Industrial Region headquartered in Katowice (currently the Upper Silesian Metropolitan Area (Górnośląsko-Zagłębiowsko Metropolia – GZM) headquartered in Katowice) – as the Ordering Party – and mBank Spółka Akcyjna headquartered in Warsaw and Asseco Poland Spółka Akcyjna headquartered in Rzeszów – as the Contractor,
37. **Transport GZM System** – the system implemented as part of the implementation of agreement No.: IN/142/2021 dated 30 June 2021 for modernisation of the Silesian Public Services Card system, between the Upper Silesian Metropolitan Area (Górnośląsko-Zagłębiowsko Metropolia) headquartered in Katowice, ul. Barbary 21A, 40-053 Katowice, and Asseco Data Systems S.A. headquartered in Gdańsk, ul. Jana z Kolna 11, 80-864 Gdańsk,
38. **GZM Transport System Account Agreement** – an agreement concluded between the System User, Payment Operator and GZM with the participation of ZTM based on the provisions of the Terms and Conditions,
39. **System User** – a Passenger using the System/Customer,
40. **Data Protection Act** – the Act of 10 May 2018 on the protection of personal data,
41. **Validator** – a ticket device installed on-board a vehicle for the payment of fares, validation of entitlements, and contactless ticket sales,
42. **Consent** – formal acceptance of the subject of consent by the System User whereby the subject of consent may be a formal document or a clause that defines the rules of operation of the System, the scope of responsibility of the Parties,
43. **ZTM** – the Metropolitan Transport Authority, with its headquarters at ul. Barbary 21a, 40-053 Katowice, a budgetary unit of the Upper Silesian Metropolitan Area (Górnośląsko-Zagłębiowsko Metropolia), established to perform the tasks of the Upper Silesian Metropolitan Area (Górnośląsko-Zagłębiowsko Metropolia), both statutory and those taken over on the basis of agreements from member municipalities of the Upper Silesian Metropolitan Area (Górnośląsko-Zagłębiowsko Metropolia), as well as non-member municipalities and municipal unions in the scope of planning, organising, and managing public collective transport in road and other rail transport in municipal and metropolitan passenger transport.
44. **Metrokarta Card** – a metropolitan card used as an Identifier in the System, issued by GZM.

SETTING UP AND CONFIRMING AN ACCOUNT IN THE SYSTEM

§ 3

Accounts in the System

1. The acquisition of rights to travel on public transport organised by ZTM in the GZM Transport System, apart from the exceptions listed below, must be preceded by the creation of a Customer Account in the System.
2. Exceptions when the customer can purchase entitlement to a trip without creating an account in the System:
 - 1) Purchase of paper tickets at SADiS, POP, and Points of Sale,
 - 2) Purchase of tickets using EMV cards in the MTT/PaYG model.
3. In the System, the Passenger can set up the following types of accounts:
 - 1) Named non-profiled account,
 - 2) Named profiled account,
 - 3) Non-profiled anonymous account,
 - 4) Profiled anonymous account.
4. After meeting the requirements set forth further in the Terms and Conditions, the account type may be changed from anonymous to named.
5. A Customer Account in the System may be set up:
 - 1) at a POP,
 - 2) on the Customer Website,
 - 3) in the Mobile Application,
 - 4) in a SADiS,
 - 5) at a Point of Sale.
6. The following table provides a summary of the types of accounts that can be set up at each point of the System:

Point of the System	Account type			
	Profiled named	Non-Profiled named	Profiled anonymous	Non-profiled anonymous
Customer website	X		X	
Mobile App	X		X	
Passenger Service Centre (POP)	X	X	X	X
SADiS				X
Point of Sale				X

7. A Named Account can be set up on the Customer Website by entering the personal data of the System User or by importing data from an existing account of the ŠKUP System.
8. A Profiled Named Account set up on the Customer Website or in the Mobile Application requires confirmation of the owner's identity.
9. Confirmation of identity is implemented:
 - 1) at a POP by presenting an ID document,
 - 2) during ticket inspection by presenting an identity document,
 - 3) in the course of setting up a Profiled Named Account on the basis of data downloaded from the ŠKUP System, referred to in paragraph 7.
10. Confirmation of identity is also required when the System User changes the data in the Mobile Application or on the Customer Website in the manner indicated in paragraph 9(1) or 9(2).
11. The owner of a Profiled Named Account for which identity has not been confirmed shall be required to have an identity document when travelling. The requirement applies when travel is based on tickets stored in the Customer Account.
12. During the creation of an Individual User Account, a PIN is assigned to the Customer Account to be used to confirm some of the operations in the System.

ACCOUNT AGREEMENT

§ 4

Concluding the System Account Agreement

1. The System Account Agreement is concluded when the Customer Account is set up.
2. Setting up an account in the System shall be preceded each time by mandatory acceptance of the following consents:
 - 1) Terms and Conditions of the GZM Transport System
 - 2) Terms and Conditions of the Payment Instrument.
3. A person with a given PESEL number may conclude only one Named Account Agreement in their own name in the System.
4. Conclusion of a Named Account Agreement in the System shall be possible only if there is no active Customer Account in the System for a given PESEL number or its equivalent.
5. The Customer Account Agreement in the GZM Transport System is concluded for an indefinite period of time with the possibility to terminate the Agreement in accordance with §7 of the Terms and Conditions.
6. A Named Account Agreement may be concluded by a legal representative of an individual on behalf of their principal upon presentation of the Power of Attorney.
7. The conclusion of the Agreement on behalf of another person is only possible at a POP.
8. The following shall be verified prior to setting up the account at a POP:
 - 1) identity of the applicant or their representative – on the basis of the presented document allowing the identity of the applicant (including school ID) or their representative to be established, and
 - 2) basis of a possible representative relationship – on the basis of a relevant document (e.g., child's ID, child's passport, child's school ID card, child's birth certificate, a court order establishing guardianship or a Power of Attorney).
9. Along with the establishment of a Customer Account, a Payment Instrument associated with the Customer Account shall be issued.

§ 5

Electronic Provision of Services

1. Services by electronic means shall be provided in accordance with the Act of 18 July 2002 on Provision of Services by Electronic Means (Journal of Laws of 2020, item 344) which defines the rules of providing services by electronic means on the Customer Website and Mobile Application pursuant to Article 384 of the Civil Code in accordance with §4(2) of the Terms and Conditions.
2. Technical conditions.
 - 1) The use of the Customer Website services is possible under the condition of:
 - a. using a personal computer (PC) or mobile device (e.g., smartphone, tablet) with access to the Internet,
 - b. using a web browser that supports commonly used technologies and standards (in the case of PCs, the recommended browsers are Microsoft Edge, Mozilla Firefox, and Google Chrome, with the recommendation to use the current, latest version of the browser),
 - c. software enabling documents to be read in the PDF format (Adobe Acrobat Reader in the latest version is recommended) is installed.
 - 2) The use of the services of the Mobile Application shall be possible provided that:
 - a. a Mobile Application downloaded from the Google or Apple store has been installed,
 - b. an Android or iOS mobile device is used, where the use of the latest version of the system is recommended, without modifications, in particular those involving breaking the security of the manufacturer of the mobile device or the manufacturer of the operating system (i.e., jailbreaking or rooting), with at least 100 MB of memory available for the Mobile Application,
 - c. Internet connection is on,
 - d. access to a web browser to connect to the Customer Website in accordance with the provisions of paragraph 2(1)(b),

- e. software enabling documents to be read in the PDF format (Adobe Acrobat Reader in the latest version is recommended) is installed,
 - f. in order to be fully functional, the Mobile Application requires a mobile device enabling it, in certain situations, to access the following:
 - localisation – if the 'Start/Stop Travel' function is made available and full journey information is to be used,
 - camera – to read QR codes or create an account in the system.
 - g. installation of updates to the Mobile Application made available by the application owner through Google or Apple stores,
 - h. installation of the operating system updates as recommended by the manufacturer of their mobile device and the operating system manufacturer.
3. Safety Rules:
- 1) each System User shall be obliged to protect credentials used to log into the Customer Website or Mobile Application from third party access,
 - 2) the System User shall be required to log out of the Customer Website after using its services,
 - 3) the System User shall be required to log out of the Mobile Application prior to uninstalling it from the mobile device,
 - 4) it is not recommended to keep passwords in the web browser. The System Owner and Administrator shall not be held responsible for unauthorised access to the system using passwords stored in the web browser,
 - 5) the System User is responsible for the consequences resulting from the use of the Customer Website or Mobile Application by unauthorised persons who have gained access to the Customer Website or Mobile Application as a result of the System User's violation of the provisions of this paragraph.

§ 6

Modification of the terms of the Account Agreement in the System

- 1. A change in the terms of the Account Agreement in the System occurs when the account is converted into an account of a different type.
- 2. If purchased tickets were associated with the account being converted, they are subject to transfer to the new account type only if the use of the ticket type is possible in conjunction with the new account type.
- 3. If, as a result of account conversion, it is impossible to transfer tickets to a new account type, the ability to convert the account shall be blocked.
- 4. During the account conversion, the balance of the Payment Instrument does not change.

§ 7

Termination of the Account Agreement in the System

- 1. The System User may terminate the System Account Agreement at any time by submitting a request to close the Customer Account on the Customer Website, in the Mobile Application, or at a POP.
- 2. The System Account Agreement shall be terminated upon the successful processing of a request to close the Customer's Account.
- 3. Positive processing of the request as referred to in paragraph 2 shall occur automatically when the Balance of the Payment Instrument is PLN 00.00 and there are no rights to journeys in the account.
- 4. When the balance of the Payment Instrument exceeds PLN 00.00, the account owner must indicate the bank account number, in the process of closing the account, to which the funds from the Payment Instrument shall be transferred.
- 5. Refunds related to the redemption of the Payment Instrument and the return of tickets shall be made within a maximum of 14 days.
- 6. In the event that valid tickets are stored in the account, the account owner must, prior to submitting a request to close the Customer Account, return the tickets in accordance with the provisions of the applicable Fare.

7. In the event that GZM decides to discontinue further operation of the System, GZM, with the participation of ZTM, may terminate the System Account Agreement with at least 6 months' notice counted from the release of the relevant information in selected sales channels of the System. The information shall be published at least on the Customer Website and in the Mobile Application, and the publication shall be equivalent to a statement of termination of the System Account Agreement by giving a notice period.
8. In the event that GZM decides to discontinue further operation of the System and, after the expiration of the notice period, the continued maintenance of funds on the Payment Instrument shall be chargeable to the Payment Instrument Issuer. The amount of the fee is set forth in Appendix A to the Payment Instrument Terms and Conditions.

ACCOUNT MANAGEMENT

§ 8

Logging into the Customer Account

1. The e-mail defined while setting up the Customer Account shall serve as the identifier (Login) used to log into the Customer Website and Mobile Application. The Customer Account consists of login information:
 - 1) login,
 - 2) password as required, and safeguards to recover the password using the e-mail address

§ 9

Account Identifiers

1. Active use of the System is possible after prior installation of the Mobile Application and logging into the Customer Account, which is equivalent to the assignment of an Identifier in the form of the Mobile Application to the account, or assignment of the Identifier indicated in paragraph 2(1) or paragraph 2(2) on the Customer Website or at a POP. If one of the Identifiers specified in paragraph 2 is not assigned within a maximum period of 30 days, the Customer Account shall be automatically closed (expired).
2. The following types of identifiers shall be supported in the System:
 - 1) ŠKUP Card or Metrokarta Card – an issued identifier,
 - 2) EMV Card and its surrogates,
 - 3) Mobile Application.
3. No expiration date is specified for Identifiers in the GZM Transport System.
4. In the case of Identifiers assigned to Named Accounts, it is prohibited to share them with third parties. Multiple identifiers may be associated with a Customer Account, whereby:
 - 1) one identifier in the form of a Mobile Application, ŠKUP card, or Metrokarta card may be active at the same time for an Anonymous Account,
 - 2) a number of identifiers in the form of a Mobile Application, one identifier in the form of a ŠKUP or Metrokarta card may be active for a Named Account at any given time.
5. Changing an active Identifier for an Anonymous Account shall be possible the day after the currently active identifier is cancelled.
6. Active Identifiers may be managed:
 - 1) on the Customer Website,
 - 2) in the Mobile Application,
 - 3) at a POP.
7. At any time, the Passenger may block the Identifier at the locations listed in paragraph 6. Blocking the Identifier is a reversible operation requiring the PIN for the Customer Account. The operation of unblocking the Identifier is possible on the Customer Website, in the Mobile Application and at a POP (using an identity document for the named account).
8. At any time, the Passenger may perform an operation to cancel an Identifier at the locations listed in paragraph 6. The operation of Identifier cancellation is an irreversible operation.

§ 10

Mobile Application Type ID

1. The Mobile Application is a dedicated application for iOS and Android.

2. The only acceptable way to install applications is from the following stores:
 - 1) GooglePlay – Android,
 - 2) AppStore – iOS.
3. The System User should always use the latest version of the application.
4. The manufacturer of the application may block the functionality of the application when it is not the current version required by the System.
5. The Mobile Application automatically becomes the Account Identifier after the first login to the System using the Customer Account.
6. Each Mobile Application installed on a subsequent phone becomes another Identifier.
7. The Mobile Application as an Identifier in the System shall be recognised by the infrastructure used for control through the QR code.
8. The validity of the QR code displayed in the Mobile Application is limited in time. When the QR code expires, it shall need to be generated again.
9. The System User shall be responsible for securing the mobile device. The Mobile Application cannot be used on a device with a modified operating system or with malware installed.

§ 11

ŚKUP Card-type Identifier

1. The ŚKUP Card can become an identifier in the System when the User converts the ŚKUP account into an account of the GZM Transport System.
2. The conversion of the ŚKUP account into a GZM Transport System account is possible:
 - 1) on the Customer Website,
 - 2) at a POP.
3. A ŚKUP account with a personalised card shall be transformed into a named account in the GZM Transport System.
4. The ŚKUP card, once registered as an identifier in the GZM Transport System, becomes an identifier without a specific expiration date.
5. The first name and surname placed on the ŚKUP card is not identification data in the GZM Transport System and, consequently, a change of surname and/or first name does not entail a change of the identifier.
6. From 1 October 2024, transforming a ŚKUP account into a GZM Transport account is not connected with the purchase of Electronic Money in the ŚKUP 1.0 system, which is carried out exclusively by its issuer, i.e., mBank, in accordance with the guidelines at: <https://www.mbank.pl/msp-korporacje/karty/karta-skup/>.

§ 12

Metrokarta-type Identifier

1. A Metrokarta card is an identifier issued in the GZM Transport System at the following points:
 - 1) Points of Sale,
 - 2) SADiS,
 - 3) a POP
2. A Metrokarta card issued at Points of Sale and SADiS is initially linked to an anonymous account.
3. A Metrokarta card issued at a POP, SADiS and a Point of Sale may be linked to an anonymous or named account.
4. A Metrokarta card associated with an anonymous account can be linked as an identifier of a named account when converting an anonymous account into a named account.
5. The issuance of the first card for a Named Account shall be free of charge.
6. The issuance of the first card for an Anonymous Account as well as the subsequent card for Named and Anonymous Accounts shall involve the execution of the initial credit of the Payment Instrument. The minimum amount of start-up credit is included in Appendix No. 5.

§ 13

EMV card-type Identifier

1. An EMV card in the GZM Transport System enables the payment of fares for journeys using the MTT/PaYG model, as well as the payment of additional fees during inspections.
2. No sensitive card data, such as card number and expiry date, shall be stored in the System, only a token generated according to Payment Organisation standards.
4. Card token downloading shall be performed by software certified by Visa and MasterCard.

§ 14

Concessions

1. The owner of a registered profile Account who has an eligibility for discounted or free trips may encode the concession in the Customer Account.
2. The concession is coded by selecting from among the types of concessions supported by the System, and then completing the following data:
 - 1) type of document confirming eligibility for concession,
 - 2) the number of the document that entitles the concession,
 - 3) name of the document issuing authority,
 - 4) concession expiry date,
 - 5) city (when the concession is used by children with a place of residence in the Upper Silesian Metropolitan Area).
3. Coding the concession shall be possible:
 - 1) at a POP,
 - 2) on the Customer Website,
 - 3) in the Mobile Application.
4. Should the concession be entered on the Customer Website or Mobile Application, it shall be necessary to authorise it at a POP or during an inspection preceded by the presentation of a valid document entitling the concession. Until confirmation of the concession at a POP or by an Inspector, the Passenger shall be required to present a document confirming their right to the concession during the inspection.
5. In the case of concession confirmation in the System, the Passenger, in accordance with paragraph 4, shall not be required to have documents confirming the right to the concession while travelling.

§ 15

Consents in the System

1. Use of the System shall involve the acceptance of the Consents.
2. The consents shall be divided into:
 - 1) Mandatory consents, i.e., consents that, if not accepted, shall prevent the use of the System for a given functional block,
 - 2) Optional consents, i.e., those the lack of which shall not prevent the use of the System but shall be associated with a limitation in the scope of functionality or deterioration of the ergonomics of the System operation.
3. The System User, when the content of the document of a given Consent is changed, shall be asked to accept the content of the new Consent again, even if they have previously accepted the content of the previous version of the Consent. In the case described, the lack of another consent is equivalent to withdrawal of the previously granted Consent.
4. The System User may revoke previously given consents at any time.
5. The withdrawal of the mandatory consent required in the context of the Customer Account shall be equivalent to the submission of a request to close the Customer Account.
6. Consents given in the context of a Customer Account shall be auditable consents, i.e., consents for which it shall be possible to determine the time and application where the consent was given.
7. The list of consents that shall be collected in the System is attached as Appendix No. 3 to these Terms and Conditions.

SALES SUPPORT

§ 16
Sales

1. Tickets are sold in the system offering the possibility to pay fees for services operated by the System in accordance with the Fare.
2. In the case of purchasing tickets, the transaction price shall be presented prior to payment, and the execution of payment is required to purchase a ticket.
3. If tickets are purchased in accordance with the Start/Stop Travel Fare, the passenger shall record each entry to and exit from vehicles, and the calculation of the cost of the travelling shall be made upon completion of the journey, but no later than the next day after the end of the journey.
4. Payment for tickets purchased in the Start/Stop Travel Fare can be made only when the following are used:
 - 1) Payment instrument and identifier accepted in the validator,
 - 2) Payment instrument and Mobile Application,
 - 3) EMV card using MTT/PaYG model payments.
5. Tickets purchased by the Passenger (except for paper tickets) shall be saved in the Customer Account.

§ 17
Payment Channels

1. The following payment channels shall be accepted in the System:
 - 1) cash,
 - 2) E-commerce,
 - 3) EMV card,
 - 4) Payment instrument,
 - 5) MTT/PaYG.
2. Cash is accepted:
 - 1) at a POP,
 - 2) in points of sales,
 - 3) in SADiS,
 - 4) when additional fees are collected during inspections.
3. An EMV card is accepted:
 - 1) at a POP,
 - 2) in SADiS,
 - 3) on the Customer Website within the E-Commerce service,
 - 4) in the Mobile Application within the E-Commerce service.
 - 5) when additional fees are collected during inspections.
4. The payment instrument shall be accepted:
 - 1) at a POP,
 - 2) in the Mobile Application,
 - 3) on the Customer Website,
 - 4) in Validators.
5. E-Commerce service is accepted:
 - 1) on the Customer Website,
 - 2) in the Mobile Application,
 - 3) at a POP – BLIK payment only,
 - 4) in SADiS – BLIK payment only.
6. MTT/PaYG model:
 - 1) Validators that support payment in the MTT/PaYG model.
7. Payments using all payment channels shall be treated equally.

§ 18
Purchasing with EMV cards in the MTT/PaYG model

1. The holder of a valid EMV payment card linked to a bank account with payment funds shall be able to purchase tickets in the Start/Stop Travel Fare.

2. The use of the card in the MTT/PaYG model shall only be possible in Validators marked with the logo of the Visa and MasterCard payment organisations.
3. The card account shall be debited no earlier than the next day after the journey.
4. The amount of the debit shall be the sum of the transactions completed by the Passenger on the day of travel.
5. The first time a card is used for payment in the System in the MTT/PaYG model, the System may block funds for an amount no greater than that defined in Appendix No. 5.
6. In the event that the System cannot withdraw funds from the bank account to which the EMV card is linked, the System shall mark the card in question as indebted and prevent its further use to purchase tickets.
7. In the situation referred to in paragraph 6, the System shall attempt to withdraw funds from the card several times.
8. If the collection of funds is unsuccessful, the card debit procedure shall begin with ZTM requesting payment through the Clearing Agent to the EMV card issuer.

§ 19

IKU debt

1. Payment with the use of the Payment Instrument may be made in special cases without connection to the System.
2. In the event of an IKU debt, purchasing tickets shall be blocked until the debt is repaid, and the System User shall be required to repay the debt.
3. Debt repayment shall be the operation of crediting the Payment Instrument.
4. Debt repayment shall be possible at a POP, on the Customer Website, in the Mobile Application and in Points of Sale.
5. Debt repayment shall not entail an additional fee.

§ 20

Returns

1. A passenger who has purchased tickets in the System may return them.
2. The terms and conditions of the refund including the time until which the refund may be made and the method of calculating the amount of the refund are specified in the Fare.
3. Ticket refunds can be made at a POP, on the Customer Website, in the Mobile Application, and in SADiS.
4. The return operation consists of crediting the balance of the Payment Instrument with the amount of the return, after the ticket is returned.
5. In the case of a POP and Points of Sale when the purchase was made as a result of the System Operator's mistake, it shall be possible to make a return in the 'error mode'.
6. As part of a return in the 'error mode', the full amount of collected funds shall be refunded using the channel through which the payment was made at the time of purchase, and in the case of payment by payment card or BLIK, the funds shall be refunded to the account indicated by the Passenger.
7. A return in the 'error mode' shall only be possible if:
 - 1) it is conducted in the location where the purchase was made,
 - 2) it is conducted on the same day within 15 minutes of the purchase,
 - 3) the ticket has not been activated.

§ 21

Invoicing

1. A Passenger who has purchased a ticket in the System has the right to receive an invoice in the System:
 - 1) a non-business individual within 3 months counting from the end of the month in which the service was performed,
 - 2) a self-employed person by the 15th day of the month following the month when the service was performed.
2. The invoice may be issued:

- 1) on the Customer Website,
 - 2) in the Mobile Application,
 - 3) at a POP.
3. An invoice issued on the Customer Website and in the Mobile Application is generated and made available for download as a pdf file, while an invoice issued in a POP is in paper form.
 4. Once issued, the invoice is saved in the context of the Customer Account and can be downloaded again as a pdf file on the Customer Website and in the Mobile Application.
 5. When a Passenger has returned a ticket for which an invoice was previously issued, an adjustment invoice is automatically issued. The System User shall be informed of this fact with a relevant message and, in the case of an operation performed at a POP, a paper invoice adjustment document is printed and issued.

§ 22

Ticket inspection

1. Ticket inspection is an operation conducted by an Inspector.
2. The Passenger shall be required to present an active Customer Account Identifier with entitlement to the journey stored on it.
3. The Customer Account shall be identified by reading the Identifier in the form of a QR code or by placing the Identifier on the control terminal, or by entering the PESEL number.
4. In the absence of valid rights to travel, the Inspector shall impose an additional fee in accordance with the Fare.
5. The additional fee may be paid:
 - 1) to the Inspector on the Inspector's terminal (by cash or credit card),
 - 2) on the Customer Website or in the Mobile Application (payment using a payment gateway – E-commerce),
 - 3) by transfer to the bank account number indicated on the website metropoliaztm.pl (the number of the additional fee and the details of the person whom the fee applies to must be entered in the payment title),
 - 4) in a Passenger Service Centre (by cash or credit card).

PAYMENT INSTRUMENT

§ 23

Payment instrument

1. Issuance and handling of the Payment Instrument is defined in the Terms and Conditions of the Payment Instrument issued by Polskie ePłatności Sp. z o.o.
2. The Payment Instrument may be used in the System for the acquisition of the right to travel on the same principles as in the case of other payment channels accepted by the System.
3. The Passenger has the right to perform redemption operations of the Payment Instrument at any time. Redemption of funds is equivalent to termination of the System Account Agreement.
4. A request for redemption of funds can be submitted by the Passenger on the Customer Website or in the Mobile Application by providing the Passenger's bank account number to which the funds accumulated on the Payment Instrument are to be transferred or the Passenger may collect the funds in person in the Passenger Service Centre.

PROCESSING OF PERSONAL DATA OF THE INDIVIDUAL USER ACCOUNT.

CHANGE OF PERSONAL DATA

§ 24

1. The Administrator of personal data shall be the Metropolitan Transport Authority (ZTM), headquartered at ul. Barbary 21A, 40-053 Katowice, e-mail address: kancelaria@metropoliaztm.pl, website: bip.metropoliaztm.pl.
2. The Administrator has appointed a Data Protection Officer (DPO), who can be contacted at the Administrator's registered office address or by e-mail: iod@metropoliaztm.pl.
3. Your personal data shall be processed for:

- 1) registration and operation of an account in the GZM Transport System – the basis for processing is the necessity of data processing for the conclusion and performance of the agreement (Article 6(1)(b) of the GDPR),
 - 2) fulfilment of billing obligations, including tax obligations – the basis for processing is the fulfilment of the Administrator's legal obligation (Article 6(1)(c) of the GDPR),
 - 3) execution of concession – voluntarily granted consent shall be the basis for processing (Article 6(1)(a) of the GDPR and Article 9(2)(a) of the GDPR),
 - 4) defence against possible claims – the basis of the processing is the necessity for the realization of the Administrator's legitimate interests (Article 6(1)(f) of the GDPR and Article 9(2)(f) of the GDPR),
 - 5) examining of complaints – the basis for processing is provided by the necessity of data processing for the performance of the agreement (Article 6(1)(b) of the GDPR) and fulfilment of a legal obligation of the Administrator (Article 6(1)(c) of the GDPR),
 - 6) fulfilment of obligations relating to record keeping and archiving – the basis for processing is the fulfilment of a legal obligation of the Administrator (Article 6(1)(c) of the GDPR).
4. Personal data of the owner of a profiled and non-profiled Named Account may be processed in the following scope:
 - 1) first name and last name
 - 2) image (photo)
 - 3) PESEL/Foreigner ID,
 - 4) account number for redemption of funds accumulated on the Payment Instrument,
 - 5) phone number,
 - 6) e-mail address
 - 7) geolocation data,
 - 8) account identifier (Customer Account number).
 5. In the case of foreigners who do not have a PESEL, the following personal data necessary to generate the foreigner's Identifier shall be additionally processed:
 - 1) Identity document (ID) type,
 - 2) document number (e.g., passport number),
 - 3) citizenship
 6. Personal data of the owner of a profiled and non-profiled Anonymous Account may be processed as follows:
 - 1) e-mail address
 - 2) geolocation data,
 - 3) account identifier (Customer Account number).
 7. Personal data of the owner of an Anonymous Account may be processed in the event of account closure to the following extent:
 - 1) first name and last name
 - 2) street, house/apartment number, postal code, city,
 - 3) account number for redemption of funds on the Payment Instrument and for unused services,
 - 4) title of the transfer that may include the passenger's data,
 - 5) phone number,
 - 6) e-mail address
 - 7) account identifier (Customer Account number).
 8. Personal data of the representative of a Named Account owner (including the legal representative of the Named Account owner) shall be processed as follows:
 - 1) first name and last name
 - 2) type, series, and number of identity document.
 9. The personal data of the owner of a Named Account who expresses their will to record (i.e. encode the Individual User Account) their right to a concession in the System and to execute the concession by making a declaration on the Customer Website or in the Mobile Application, or on the basis of the documents submitted for inspection that entitle them to a

concession in trips at a POP or from an Inspector, and gives their consent to the processing of personal data, shall be processed to the following extent:

- 1) health status (when health data is indicated),
 - 2) name of discounts,
 - 3) type of document presented,
 - 4) the number of the presented document,
 - 5) name of document issuing authority,
 - 6) date of issuing the document,
 - 7) concession effective date,
 - 8) city (when the concession is used by children with a place of residence in the Upper Silesian Metropolitan Area).
10. Personal data of the owner of a Customer Account who submits the complaint request may also be processed:
- 1) e-mail address,
 - 2) mailing address,
 - 3) or another address specified in the complaint, depending on the form of correspondence chosen by the Customer Account owner making the complaint.
11. Personal data of a Customer Account owner who submits an invoice request may also be processed in the following scope:
- 1) first name and last name
 - 2) TAX ID,
 - 3) Identifier in the system,
 - 4) street, house/apartment number, postal code, city,
 - 5) organisational unit,
 - 6) business phone number,
 - 7) business e-mail.
12. Personal data of the owner of a Customer Account who makes an additional payment:
- 1) first name and last name
 - 2) e-mail address
 - 3) street, house/apartment number, postal code, city,
 - 4) IP address,
 - 5) identifier, type, date and time, payment method and product description for the transaction, additional fee identifier.
13. Personal data shall be made available to entities authorised to process it on the basis of legal regulations or relevant agreements signed by the Administrator with entities that process personal data at its order, in particular, those that provide IT services related to system maintenance and services related to payment processing in the system. Personal data shall be kept until the account is deleted from the System and for the period necessary for the fulfilment of the provisions of the agreement until the statute of limitations for claims and the mandatory period of archiving of documentation resulting from the law expire. Personal data processed on the basis of consent, on the other hand, shall be processed until the purpose is fulfilled or consent is withdrawn.
14. To the extent provided by law, you have the right to access, rectify, and erase your personal data (to the extent of processing not headquartered on a legal obligation incumbent on the Administrator), limit processing, object to processing (to the extent of processing based on a legitimate interest pursued by the Administrator), and the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent prior to its withdrawal.
15. Should you consider that the processing of your personal data violates the provisions of the GDPR, the System User shall have the right to file a complaint with the President of the Office for Personal Data Protection.
16. The account owner shall be able to change personal information on the Customer Website, in the Mobile Application, or at a POP.

17. Changing personal data on the Customer Website and in the Mobile Application shall result in the data being marked as unconfirmed. Reconfirmation of data shall be possible in accordance with the provisions of § 3 paragraphs (8)-(10).
18. Provision of personal data is a condition of concluding the agreement. Failure to provide data shall result in the inability to perform the agreement and related obligations. On the other hand, providing the Administrator with personal data beyond that indicated as mandatory is not necessary for the conclusion and performance of the agreement and is entirely voluntary.
19. Personal data shall not be used for automated decision-making, including profiling.

RECEIVING AND PROCESSING COMPLAINTS ABOUT THE SYSTEM

§ 25

1. Complaints regarding the GZM Transport System shall only be accepted and examined under the terms of these Terms and Conditions.
2. A Passenger or legal representative may file a complaint regarding the purchase of a ticket and Payment Instrument:
 - 1) at a POP on the form available there,
 - 2) electronically on the Customer Website on the available form,
 - 3) electronically in the Mobile Application on the available form,
 - 4) in writing to the address of the ZTM office: ul. Barbary 21A, 40-053 Katowice,
 - 5) by e-mail to: kancelaria@metropoliaztm.pl,
 - 6) by phone at the ZTM Hotline.
3. A properly submitted complaint should contain the following data:
 - 1) designation of the GZM Transport System User (first name, last name, home address and/or e-mail address), optional: telephone number,
 - 2) Customer Account No., optionally PESEL/document number in the case of foreigners, and in the case of anonymous profiled accounts an e-mail address or phone number,
 - 3) title and justification of the complaint (description of the problem giving rise to the complaint),
 - 4) the form and manner of settlement of a possible claim,
 - 5) list of attached documents justifying the complaint,
 - 6) signature of the person authorised to file a complaint in the situation of filing a complaint as per paragraph 2(1) and (4).
4. Applications that do not contain the data listed in paragraph 3 above are not subject to consideration, subject to paragraph 5.
5. Should the submitted complaint referred to in paragraphs 1-3 fail to meet the conditions referred to in paragraph 3, ZTM shall ask the Passenger to rectify the deficiencies within 14 days of the date of receiving the request, instructing them that failure to rectify the deficiencies within this period shall result in leaving the complaint unprocessed. In that case, the date of receipt of the completed complaint shall be the date of submitting the complaint.
6. Complaints at a POP shall be submitted in writing.
7. Complaints may be submitted up to 12 months following the event which the complaint refers to.
8. Complaints filed with ZTM shall be handled by ZTM in accordance with these Terms and Conditions.
9. Written information on the result of the complaint procedure is available according to the System User's instruction, i.e., at the POP or electronically on the Customer Website, Mobile Application, or is sent via e-mail to the e-mail address, if provided in the complaint, or by letter.
10. Information on the result of the complaint procedure referred to in paragraphs 1-3 should include:
 - 1) information about the recognition or non-recognition of the complaint,
 - 2) substantive justification with an indication of the legal basis if the complaint is not accepted (in whole or in part),

- 3) in case compensation is awarded – the recognised amount of compensation and information on when and how it shall be paid,
 - 4) in the case of reimbursement – determination of the amount and information on when and how it shall be paid,
 - 5) instruction on the right of appeal to the locally competent court,
 - 6) signature of the person authorised by ZTM.
11. ZTM shall examine complaints referred to in paragraphs 1-3 immediately, but no later than within 30 calendar days of the date of receiving the complaint. Information about the processing of the complaint shall be provided in the manner indicated in the complaint.
 12. ZTM's failure to respond to the complaint referred to in paragraphs 1-3 within the time limit referred to in paragraph 11 shall result in acceptance of the complaint.
 13. Should the complaint be accepted, the money due for the GZM Transport System User shall be transferred to the System User within a maximum of 14 days of the date of accepting the complaint.
 14. In the case of an appeal filed by a User of the GZM Transport System, within the scope indicated in paragraphs 1-3, against a complaint that has not been accepted in whole or in part, ZTM, within 14 days of the date of receiving the appeal, may change the decision if facts have been wrongly assessed or if new circumstances relevant to the case that were not previously known have been revealed.

FINAL PROVISIONS

§ 26

'Template power of attorney to perform activities related to the operation of an account in the GZM Transport System' and 'Statement of consent to the processing of personal data', 'List of consents collected from System Users', 'List of System functionalities available in individual System channels', and 'Fees and Commissions' constitute appendices Nos. 1 to 5 to the System Terms and Conditions, respectively, and are an integral part thereof.

§ 27

1. The provisions of these Terms and Conditions do not limit the rights of the Passenger to exercise the right to travel without using the System and the right of the System User to assert claims under generally applicable laws.
2. The System User may request assistance from Consumer Organisations (Municipal or District Consumer Ombudsman).
3. Any disputes arising out of the performance of the Agreement with respect to the Terms and Conditions, not resolved by way of agreement between the Parties to the Agreement, shall be settled by a common court of competent jurisdiction in accordance with applicable law.
4. The Payment Instrument Issuer informs that it is subject to supervision by the Financial Supervision Authority.
5. Persons over 13 years of age are entitled to conclude the Agreement in the System and to undertake activities related to the IKU.

§ 28

Matters not regulated by these Terms and Conditions and the System Account Agreement shall be governed by generally applicable provisions of Polish law, including in particular the provisions of the Civil Code.

**Appendix No. 1
to the Terms and Conditions
of the GZM Transport System**

**A template power of attorney to perform activities related to the operation of an
account in the GZM Transport System:**

..... (First and last name of the System User) (place, date)

.....
(address)

.....
(PESEL)

I declare that to perform on my behalf all activities related to the operation and use of the Individual User Account, including those specified in the Terms and Conditions of the **GZM Transport System**

I appoint a legal representative

in the person of, holding an ID document (enter type of identity document e.g., ID card)
..... (enter series and number of ID document)

The power of attorney may be revoked by the System User at any time.

.....
(signature of legal representative)

.....
(signature of the System User granting the power of attorney)

Statement of consent for the processing of personal data

I hereby consent to the processing of the following personal data for the purpose of recording (i.e., saving in the Individual User Account) my eligibility for concession and its execution in the System:

1. Concession name,
2. Type of document presented,
3. The number of the presented document,
4. Name of document issuing authority,
5. Date of issuing the document,
6. Concession effective date,
7. City (when the concession is used by children with a place of residence in the Upper Silesian Metropolitan Area).

I have been informed that I have the right to withdraw my consent to the processing of personal data at any time, whereby the withdrawal of consent shall not affect the processing performed on the basis of consent prior to its withdrawal. Consent may be withdrawn on the Customer Website, in the Mobile Application, or in the Passenger Service Centre by submitting an order to remove the concession information from the Individual User Account. Deletion of concession information from the Customer Account is equivalent to the withdrawal of consent for processing.

Other information regarding the processing of personal data is described in § 20 of the System Terms and Conditions.

Statement on the place of residence or registration of children and young people in the area of the Silesian Metropolitan Area in the case of use of the right indicated in § 9(1), line 3 of the Fare for the transport of passengers and luggage on public transportation – Transport GZM

I hereby declare that the place of residence or registration indicated by me, when coding the right to a concession, is correct.

Information about the processing of personal data

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter: GDPR), we wish to inform that:

1. The Administrator of your personal data is the Metropolitan Transport Authority (Zarząd Transportu Metropolitalnego – ZTM), headquartered at ul. Barbary 21A, 40-053 Katowice, e-mail address: kancelaria@metropoliaztm.pl, website: bip.metropoliaztm.pl.
2. The Administrator has appointed a Data Protection Officer (DPO) whom you can contact at the Administrator's registered office address or at the following e-mail address: iod@metropoliaztm.pl.
3. Your personal data contained in the statement of consent shall be processed for the purpose of recording (the so-called encoding in the Individual User Account) my eligibility for concession and its execution in the System based on your voluntarily expressed consent (Article 6(1)(a) of the GDPR and Article 9(2)(a) of the GDPR).

4. Your personal data shall be made available to entities authorised to process it on the basis of the law or relevant agreements signed by the Administrator with entities processing personal data at its order.
5. Your personal data shall be kept for the period necessary to fulfil the purpose or until you withdraw your consent.
6. To the extent provided by law, you have the right to access, rectify, delete, limit processing of your personal data, and the right to withdraw your consent at any time without affecting the lawfulness of the processing carried out on the basis of consent prior to its withdrawal.
7. If you consider that the processing of your personal data violates the provisions of the GDPR, you have the right to file a complaint with the President of the Office for Personal Data Protection.
8. Your provision of personal data and consent is voluntary, however, failure to provide data shall result in the inability to record in the System your eligibility for a concession and the realization of the concession.
9. Your personal data shall not be used for automated decision-making, including profiling.

**Appendix No. 3
to the Terms and Conditions
of the GZM Transport System**

List of Consents collected from System Users

Item	Name of consent	Consent type	Background
1.	Acceptance of the System Terms and Conditions	Obligatory	Customer Account
2.	Acceptance of the Terms and Conditions of the Payment Instrument	Obligatory	Customer Account
3.	Consent to the processing of personal data for the purpose of recording a concession in the Account	Optional	Customer Account
4.	Consent to use the Cookie mechanism.	Optional	Customer website Customer Account

**Appendix No. 4
to the System Terms and Conditions**

List of System functionalities available in the various channels of the System

Item	Activity name	POP	Customer website	Mobile App	Inspector	ZTM hotline	SADiS	Points of Sale	Validator
1.	Setting up a Profiled Named Account	x	x	x					
2.	Setting up a Non-Profiled Named Account	x							
3.	Setting up a Profiled Anonymous Account	x	x	x					
4.	Setting up a Non-Profiled Anonymous Account	x					x	x	
5.	Confirmation of identity	x	x ¹	x ²	x				
6.	Concession coding	x	x	x					
7.	Closing the account	x	x	x					
8.	Blocking the Identifier	x	x	x					
9.	Unblocking the Identifier	x	x	x					
10.	Cancelling the Identifier	x	x	x					
11.	Authorisation of concession	x			x				
12.	Reset PIN	x	x						
12.	Change of PIN	x	x	x					
14.	Change of password	x	x	x					
15.	Reset password	x	x	x					
16.	Ticket sales	x	x	x			x	x	
17.	Crediting the Payment Instrument	x	x	x			x		
18.	Change of Personal Data	x	x ³	x ⁴					
19.	Accepting complaints	x	x	x		x			
20.	Issuing the invoice	x	x	x					
21.	History of operations, including the crediting and payment of the Payment Instrument	x	x	x					
22.	Converting the ŠKUP card account into the GZM Transport account	x	x						
23.	Issuing a Metrokarta card	x					x	x	

¹ When setting up an account based on data from the ŠKUP System.

² When setting up an account based on data from the ŠKUP System.

³ After the change is made, data must be confirmed.

⁴ After the change is made, data must be confirmed.

24.	Sale of rights to travel in the MTT/PAYG model								x
25.	Sale of the rights to travel in the 'Start/Stop' fare			x					x
26.	Paper ticket sales						x		
27.	MTT/PaYG operations billing	x	x	x					
28.	Ticket return	x	x	x			x		

Annex 5
to the Terms and Conditions
of the GZM Transport System

Fees and Commissions

Item	Title	Fees
1.	Initial credit in the case of issuance of the first card for a Named Account	PLN 0.00
2.	Initial credit to the next Metrokarta card issued to a Named Account	PLN 20
3.	Initial credit to each Metrokarta card issued to an Anonymous Account	PLN 20
4.	The maximum amount of funds blocked in the account for the first use of an EMV card in the System for payments in the MTT/PaYG model	PLN 1.00