

# Rules and regulation of the Walutomat.pl

## I. General provisions and definitions

### § 1.

1. Pursuant to Art. 8 sec. 1 point 1 of the Act of 18 July 2002 on provision of services by electronic means (Journal of Laws /Dz. U./ No. 144 item 1204 as amended), Currency One S.A. with its registered office in Poznań establishes the following rules and regulations for the provision of services by electronic means, hereinafter referred to as the “Rules and Regulations”.
2. The Rules and Regulations define the types, scope and conditions for the provision of services at the Website, technical requirements for the use of services at the Website, conditions for the conclusion and termination of agreements, the Operator’s and Users’ rights and obligations and the complaint procedure.
3. To all matters not regulated by the Rules and Regulations universally applicable legal regulations shall apply.

### § 2.

Terms used in these Rules and Regulations mean:

1. **Real Beneficiary** within the meaning of the regulations on counteracting money laundering.
2. **Customer Service Office** - a unit in the Operator's organizational structure whose task is the User service, including provision to the User of help and information necessary to perform the agreement allowing for contact with the Operator within hours specified at the Website in writing to the address: Currency One S.A. ul. Szyperska 14, 61-754 Poznań, by phone +48 (61) 646 05 00 / +48 (61) 200 11 11 or by e-mail to: kontakt@walutomat.pl,
3. **Business days** – from Monday to Friday, apart from public holidays in Poland,
4. **Access Password** – a sequence of characters used to identify the User and to obtain access by the User to the User's Account,
5. **PIN code** – a sequence of digits used to identify the User and to obtain access by the User to the User's Account in the Walutomat mobile application,
6. **Consumer** – a natural person concluding an act of law with an entrepreneur which is not directly related to their business or professional activity.

7. **User Account** – an individual account assigned to each User at the Website where are recorded all submitted Currency Exchange Requests, performed Transactions and payments/payouts made by the User from or to the User's Bank Accounts.
8. **Exchange Rate** – the exchange rate at which the Base Currency is exchanged to the Quote Currency or the Quote Currency is exchanged to the Base Currency.
9. **Order Exchange Rate** – the exchange rate specified by the User in the Currency Exchange Request,
10. **Order Amount** – the amount which is the object of the Currency Exchange Request expressed in the Base Currency or in the Quote Currency,
11. **Purchase Offer** – a purchase offer submitted by the User to buy a specific amount of the Base Currency for the Quote Currency or the Quote Currency for the Base Currency at a specific Exchange Rate submitted in accordance with the provisions of the Rules and Regulations,
12. **Sale Offer** – a purchase offer submitted by the User to sell a specific amount of the Base Currency for the Quote Currency or the Quote Currency for the Base Currency at a specific Exchange Rate submitted in accordance with the provisions of the Rules and Regulations.
13. **Operator** – Currency One SA with its registered office in Poznań, ul. Szyperska 14, 61-754 Poznań, entered in the Register of Entrepreneurs kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, KRS number 0000402723, NIP (Tax Identification Number) 7831684097, REGON (State Statistical Number) 301920555, share capital PLN 3 450 000 (paid in full) who is the provider of services described in the Rules and Regulations,
14. **Politically Exposed Persons** within the meaning of the regulations on counteracting money laundering,
15. **Currency Pair** – currencies which are the object of the Currency Exchange Request defined as the Base Currency and the Quote Currency,
16. **Partner Facility** – a facility belonging to an entity with which the Operator has concluded an agreement that allows the User to collect cash from cash exchange at the Website at premises made available by this entity or at another place or from another device specified by the Operator.
17. **Bank Account** – the bank account kept in accordance with commonly applicable legal regulations at a bank which has its registered office in a country listed on the following website <https://www.walutomat.pl/temat-pomocy/z-jakich-krajow-walutomat-przyjmuje-przelewy/> or at a branch of a foreign bank established in this country,
18. **Rules and Regulations** – these rules and regulations of the Walutomat.pl website,
19. **GDPR** – REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND 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 (General Data Protection Regulation).

20. **Website** – the Operator’s online platform available at the walutomat.pl domain or through the Walutomat mobile application which is a part of a Computerized System and allows for provision of agency services by the Operator in currency exchange between Users.
21. **Computerized System** - a set of cooperating devices which ensures the processing and storage as well as the sending and receiving of data through IT networks using the end device appropriate for a given type of a network of the terminal device within the meaning of the Act of 16 July 2004 Telecommunications Law (Journal of Laws /Dz. U./ of 2017 No. 171 item 1907 as subsequently amended), including the Website,
22. **Table of Fees and Commissions** – the table of fees and commissions for the provision of services by the Operator which is an appendix to the Rules and Regulations and is their integral part.
23. **Transaction** – a currency purchase or sale agreement concluded between Users, which results from the matching of a Sale Offer with a Purchase Offer by the Operator,
24. **User** – a natural person who is at least 18 years old and has a full legal capacity, a legal person or an organizational unit without a legal personality that can, on its own account, acquire rights and incur legal obligations that has a bank account and has registered at the Website,
25. **Base Currency** – the currency from the Currency Pair whose the unit price is expressed in the Quote Currency,
26. **Quote Currency** – the currency from the Currency Pair in which the amount of the Base Currency unit,
27. **Counter Order** – for a Sale Offer, a Purchase Offer is a counter request while for a Purchase Offer, a Sale Offer is a counter request,
28. **Currency Exchange Request** – a Sale Offer or a Purchase Offer submitted by the User.

### § 3.

The contents of the Rules and Regulations are made available to the User free of charge at the Website in a manner allowing for obtaining, viewing and recording their contents using a Computerized System used by the User and is sent to the User’s e-mail address used for registration.

### § 4.

At the Website, the Operator provides services to the User on conditions specified in § 7 of the Rules and Regulations that involves currency exchange and performs other activities specified in the Rules and Regulations. The Service which is referred to in the preceding sentence involves:

1. acceptance of Currency Exchange Request,
2. adjustment of Sale Offers/Purchase Offers,
3. registration of transactions at the User Account,

4. Withdrawal of funds from concluded Transactions or paid in to execute potential Transactions to the bank account defined in the User Account.

## **§ 5.**

1. To use the Operator's services properly through the Computerized System, the following are required:
  1. telecommunications devices allowing for using a telecommunications network equipped with an active SIM card,
  2. an operating system, e.g. Windows (7 or later), Mac OS, Linux with a graphic environment or a telephone with the Android system (Lollipop 5.0 or later) or iOS (11 or later) with Internet access,
  3. an Internet browser in one of the versions specified under the following link: <https://www.walutomat.pl/wymagania-techniczne/>, which supports encrypted SSL connections, JavaScript applications and cookies or the Walutomat mobile application, an active and properly configured e-mail account.
  4. a program allowing for opening PDF files to read documents sent to the User's e-mail address and made available at the Website.
2. The connection with the Website uses the SSL protocol (128-bit key).
3. The User is required to have Java Script and cookies enabled in the browser.
4. Disabling JavaScript and cookies may, in certain cases, result in improper operation of some functions of the Website. The Operator shall not be held liable for any damage resulting from the User's failure to activate JavaScript and cookies.
5. The Operator reserves the right to interrupt the connection session with the User 10 minutes after the User was last active at the Website.
6. The aforementioned technical requirements may change as a result of technological changes. In particular, the existing software may be replaced by upgraded or updated versions. A change in the aforementioned requirements shall not be treated as a change to the Rules and Regulations, however, all such changes will be communicated clearly at <https://www.walutomat.pl/wymagania-techniczne/> in a manner allowing the user to establish the scope of changes.

## **II. Conclusion of the Agreement and registration at the website**

### **§ 6.**

1. The agreement for the provision of services offered by the Operator is concluded through the Website.

2. The agreement for the provision of services is concluded with the Operator the moment the User completes his/her registration at the website,.
3. The Agreement is concluded for an indefinite period of time without a minimum duration.
4. To register at the Website, the potential User must:
  1. Accept the Rules and Regulations;
  2. Complete the registration form available at the Website by:
    1. providing the User's e-mail address;
    2. setting an Access Password which must consist of at least 8 characters;
    3. specifying the Account status (individual or company account).
  3. confirmation of e-mail address.
5. The acceptance of the Rules and Regulations by the User is tantamount to the submission of the following declarations by the User which confirm that:
  1. the User has read the Rules and Regulations and the Table of Fees and Commissions that constitutes their integral part and that he/she accepts their contents without any reservations,
  2. the User has read detailed information concerning personal data processing which is referred to in §29 Sec.1 and personal data required by the Operator to conclude the Agreement is provided voluntarily,
  3. the User expresses his/her consent to receive information from the Operator related to the performance of the service and the operation of the Website by sending it to the current e-mail address defined at the User Account,
  4. the User has obtained consent and authorization to conclude Transactions if legal regulations impose such an obligation on the User,
  5. the User acknowledges that the Operator, in accordance with the adopted service provision principles, does not ask the User to provide the password and the User is not obliged to provide the password to the Operator by e-mail,
6. The moment the registration is completed the User gains access to the User's Account at the Website. The Operator confirms the completion of registration and the creation of an Account at the Website in an e-mail message sent to the e-mail address provided by the User.
7. One person can have only one User Account at the Website. The User may not transfer the User Account to other persons or make it available to other persons.
8. The User is obliged to store the Access Password and the PIN Code if the Walutomat mobile application is used in a safe place and not to make it available to any third parties.

9. If the Access Password and the PIN code lost by the User, the Operator will make it possible to change the password through the Customer Service Office.
10. The Operator may introduce other requirements concerning the safety level of the Access Password, in particular as regards its complexity and validity period. The Operator may limit the User's possibility to use the Account at the Website until the Access Password is updated so that it meets such additional requirements.

## § 7.

1. The use by the User of the Operator's agency services in foreign exchange is possible if all of the following conditions are met by the User:
  1. completion of registration at the Website;
  2. logging in to the the Website by the User using his/her e-mail address and Access Password and, in the case of the first logging to the Walutomat mobile application, establishing the PIN Code which is individual for the device and will replace the Access Password when logging in from the device in thee future.
  3. providing data required by regulations on counteracting money laundering by the User at his/her Account;
  4. specification of data concerning the Real Beneficiary's identity if Users act through a representative, the representative is obliged to provide upon registration at the Website the source of his/her authorization (e.g. statutory authorization, power of attorney) to act for and on behalf of:the User; if a User is legal entity or an organizational unit with no legal personality,
  5. providing to the Operator documents confirming data which is referred to in the clause above;
  6. payment of funds by the User to the Operator's Bank Account which are credited to the User Account intended for the fulfilment of Currency Exchange Requests and payment of the User's other liabilities towards the Operator;
  7. positive identification of the User upon the payment of funds;
  8. placement of a Currency Exchange Request by the User.
2. The Operator shall not be held responsible for any consequences of the User's use of services provided by the Operator in a manner that does not comply with the Rules and Regulations.

## § 8.

1. A User being a Politically Exposed Person, to complete the registration process, is obliged, notwithstanding the obligations specified in § 7, sec. 1 and 2 above, to send to the Operator's

address, a written declaration which is referred to in regulations on counteracting money laundering,

2. Documents required by the Operator shall be provided by using the “Send the document” function available in the “Personal data” tab at the User’s Account.
3. The User shall be held fully liable for the correctness of the data provided to the Operator and is obliged to update such data each time if it has changed. A change of the e-mail address, Tax Identification Number (NIP) and State Statistical Number (REGON) and the form of his/her activity as well as the first name, surname and address requires contacting the Customer Service Office.
4. If the Operator has any doubts about the authenticity of the data provided by the User, the Operator may demand that the data should be updated and also that appropriate documents should be provided to confirm the data, including documents confirming the authorization of a person to be registered to act on the User’s behalf, and may suspend the provision of services to the User until the matter is resolved.
5. The Operator may, in cases required by generally applicable legal regulations, including provisions of regulations on counteracting money laundering, request additional data, in addition to data specified in § 6 of the Rules and Regulations and documents confirming this data, in particular, the PESEL number, the number of the document confirming the User’s identity and address and data concerning the sources of origin of assets held by the client and also for the purposes of service provision. Until the data which is referred to in the preceding sentence and documents confirming this data are provided, the Operator may suspend the provision of services to the User.
6. The Operator informs that, in order to fulfil its obligation to verify the User's data, it may demand that a code confirming the mobile phone number provided in the registration form should be sent.
7. The User acknowledges that any breach of regulations in force or a justified suspicion of such a breach may be revealed by the Operator to competent state authorities, including law enforcement authorities.
8. If the User is found to have committed a breach of legal regulations or the rules of honest trading while using the Website, or if such a breach is suspected, the Operator is entitled to refuse to continue to provide services to the User, to block his/her Account and to terminate the agreement with immediate effect.
9. The Operator shall not be held liable for a failure to provide services, for suspending Transactions, blocking the Account or freezing funds if these activities were undertaken to execute the regulations on counteracting money laundering or to comply with a decision of the General Inspector of Financial Information.

## **§ 9.**

1. The Operator makes appropriate entries concerning funds registered in the User Account in particular in the following cases:

1. payments or submission of an order for withdrawing funds,
  2. Submission of a Currency Exchange Request,
  3. Cancellation of a Currency Exchange Request,
  4. Conclusion of a Transaction by the User,
  5. in other cases defined in the Rules and Regulations.
1. The submission of some requests by the User to the Operator at the Website, in particular, such as the payment or withdrawal of funds, a Currency Exchange Request, a change of data or a change of the bank account may require additional approval by a code sent to the phone number defined at the Website.

#### **§ 10.**

On the User's request, the Operator will provide to the User by letter, to the correspondence address provided by the User documents related to services provided by the Operator to the User and performed activities. The Operator collects fees for the preparation and shipment in accordance with information at the Website.

### **III. Payout of funds by the User**

#### **§ 11.**

1. The payment involves the transfer of funds by the User to the Operator's appropriate Bank Account specified by the System on the basis of information provided by the User. Foreign-currency transfers should be made with the SHA cost option.
2. The payment made by the User will be credited to the User Account in the actual amount received by the Operator, the moment the Operator identifies the User, as described below. In particular, the User is obliged to cover all costs of the wire transfer and any other costs which are charged to the Operator by intermediary banks for the wire transfer in accordance with the tables of fees and commissions used by the intermediary banks.

### **IV. User identification upon withdrawal**

#### **§ 12.**

1. The user is identified upon withdrawal by verification of the User's personal data defined in the User Account with the data of the holder of the Bank Account from which the payment was made.



2. Positive User Identification means consistency between the User's personal data defined in the User Account and the data of the holder of the Bank Account from which the payment was made.
3. Should any justified doubts arise as for the consistency of the data which is referred to in Sec. 1 above, in particular, as regards the address, the Operator may ask the User to provide explanations.
4. If obvious mistakes occur, personal data may be corrected by the Operator, which the User will be informed about in an e-mail sent to the current address provided at the Website.
5. If the reasons for inconsistencies of the data which is referred to in Sec. 1 above are not established, the Operator will immediately refund the amount of the received wire transfer to the bank account from which it was transferred, no later than 14 Business Days after the funds were credited to the Operator's Bank Account.
6. Costs (including bank fees) related to the refund of funds will be deducted from the the refunded amount.

## **V. Currency Exchange Request**

### **§ 13.**

The Operator makes it possible for Users to submit Sale Offers or Purchase Offers at the Website.

### **§ 14.**

The Operator only accepts Currency Exchange Requests which can be fully covered by funds available at the User Account in the currency in which the exchange transaction is requested.

### **§ 15.**

To submit Currency Exchange Requests, the User must specify parameters of the Currency Exchange Request in accordance with the requirements described in § 16 of the Rules and Regulations. Currency Exchange Requests can be submitted:

1. through the User Account, or
2. without logging into the Website by depositing funds to the Operator's Bank Account in accordance with the instructions at the Website.

### **§ 16.**

1. The User defines the following parameters of the Currency Exchange Request:
  1. the type of offer:, e.g. Sale Offer or Purchase Offer,
  2. the Currency Pair which the Currency Exchange Request applies to,

3. the Order Amount expressed in the Base Currency or in the Quote Currency,
  4. the Exchange Rate of the Request.
2. The User remains bound by the Currency Exchange Request until the Currency Exchange Request is cancelled or wholly completed.
  3. The Exchange Rate of the Request for a Purchase Offer is considered to be the maximum rate and for a Sale Order - the minimum rate. A Currency Exchange Request may be completed only at the Exchange Rate of the Request or at a lower rate – for a Purchase Offer, or at a higher rate – for a Sale Offer.
  4. A Currency Exchange Request may be completed fully (in one or a larger number of transactions), partly or may remain uncompleted.

#### **§ 17.**

1. Currency Exchange Requests are completed in accordance with the priority of the Exchange Rate of the Order, and next in accordance with the priority of the Currency Exchange Request acceptance time.
2. For Purchase Offers – offers with a higher Exchange Rate of the Request have the priority, while for Sale Offers – offers with a lower Exchange Rate of the Request.
3. For Currency Exchange Requests with the same Exchange Rate of the Request, Currency Exchange Requests accepted earlier are completed first.

### **VI. Offer Matching**

#### **§ 18.**

A Currency Exchange Request will be completed the moment offers are matched between Users who submitted Currency Exchange Requests. Only Counter Requests for the same Currency Pair can be matched.

#### **§ 19.**

1. Offer Matching takes place if the Exchange Rate of the Request established in the Currency Exchange Request by the User is higher than or equal to (for Sale Offers) or lower than or equal to (for Sale Offers) the Exchange Rate of the Request established in the Counter Request.
2. When offers are matched, a Transaction is concluded between the Users who submitted offers which are the object of the matching. Transactions are concluded at the Exchange Rate of the Counter Request pending the moment the Currency Exchange Request is submitted (Exchange Rate), established in accordance with § 17 of the Rules and Regulations.

3. The amount of the concluded transaction will be rounded to two decimal points (to a subunit of the currency). The amount of the Transaction registered in the User Account belonging to the User whose Currency Exchange Request was fully completed as a result of this Transaction is rounded down. The amount of the Transaction registered in the User Account belonging to the User whose Currency Exchange Request was not fully completed as a result of this Transaction is rounded up. As a result of the application of the mechanism specified in the preceding sentences, the Exchange Rate can be higher (for Purchase Offers) or lower (for Sale Offers) on the Exchange Rate of the Request established in the Currency Exchange Request. Explanations concerning the reasons for rounding the Amount of the Transaction and examples of rounding down can be found at: <https://www.walutomat.pl/temat-pomocy/jak-walutomat-zaokragla-wymieniane-kwoty/> .
4. The Operator reserves the right to cancel a Currency Exchange Request submitted by the User if the Exchange Rate differs at the Matching Offer Time by more than 2% from the market exchange rates that are the object of the matching.

#### **§ 20.**

If offers issued for the same Request Amount are the object of the matching, both Currency Exchange Requests are fully completed. Otherwise, a Currency Exchange Request is issued for a lower Request Amount, and the Currency Exchange Request issued for a higher Request Amount is completed up to the value of the Currency Exchange Request for the lower Request Amount.

#### **§ 21.**

1. The Operator may establish the minimum value of the Transaction. In such a case, the Operator will not accept the Currency Exchange Request in which the Request Amount is lower than the minimum value of the Transaction. If, as a result of a partial completion of the Currency Exchange Request, the value of the uncompleted part of the Currency Exchange Request is lower than the minimum value of the Transaction, the Operator reserves the right to cancel such a Currency Exchange Request in the uncompleted part.
2. Information concerning the current minimum value of the Transaction is available at the Website.

#### **§ 22.**

1. A Currency Exchange Request can be cancelled by the User through the Website in the part that has not been completed yet. Cancellation of a Currency Exchange Request does not influence the completed part of the Currency Exchange Request.
2. The removal of a Currency Exchange Request by the Operator is also regarded as cancellation of the Currency Exchange Request by the Operator in cases specified in the Rules and Regulations.
3. A Currency Exchange Request may not be modified by the User.

## § 23.

1. After concluding the Transaction, the Operator credits the funds to the User Account.
2. The User receives from the Operator an e-mail sent to the address provided in the User Account which contains information about the concluded Transaction together with a proof of purchase/sale.

## VII. Payout of funds by the Operator

### § 24.

1. The User may at any time submit to the Operator an order for withdrawing funds available in the User Account and transfer them to his/her Bank Account by filling in a payout form through the Website.
2. The withdrawal is possible only to the User's own bank account. The Operator shall not pay out funds to third-party bank accounts specified by the User. To allow the User to transfer funds from currency exchange at the Website to a third-party bank account, the Operator provides payment services as additional services specified in the Rules and Regulations of payment services available at: <https://www.walutomat.pl/regulamin-swiadczenia-uslug-platniczych/>. Using such an additional Service, payment services, by the User requires the conclusion of a separate agreement for the provision of payment services in accordance with the principles and under the procedure specified the Rules and Regulations which are referred to in the previous sentence. If no such agreement is concluded, funds from foreign currency exchange at the Website may be withdrawn only to the User's bank accounts.
3. The submission of the cash withdrawal order requires confirmation by an SMS code sent to the User's telephone number defined at the Website. The Operator may allow one-off authentication of a bank account by the User using an SMS code for more than one withdrawal ("Trusted Account").
4. If a Currency Exchange Request was submitted without logging in to the Website in accordance with § 15 point 2 of the Rules and Regulations, the funds will be paid out after concluding a Transaction without the need to place an additional order by the User.
5. The Operator shall not fulfil an order for withdrawal of funds if:
  1. there are no available or unblocked funds in the User Account in the currency specified in the withdrawal order,
  2. it is necessary due to the Operator's obligations resulting from the regulations on counteracting money laundering or pursuant to other regulations of commonly applicable law,
  3. the User does not confirm the cash withdrawal order by an SMS code, unless the Operator has accepted a given bank account as a Trusted Account.

4. in other cases specified in the Rules and Regulations.
6. The date of the withdrawal and of crediting funds to the bank account defined in the User Account depends on the type of the transfer and the operating times of bank systems.

#### **§ 25.**

The Operator shall not be held liable for a failure to transfer or a delay in the transfer of funds to the User's bank account caused by the provision of incorrect or incomplete data by the User and also for a delay resulting from events that are not controlled by the Operator.

#### **§ 26.**

1. The Operator makes available functions that allow for collecting funds in the User's Account in cash at Partner Facilities listed at the website: <https://www.walutomat.pl/wyplata-gotowki/#lista-oddzialow>.
2. Cash collection in the Partner Facility is subject to the following conditions:
  1. the User must report at the selected Partner Facility in the specified time limits from the day on which the cash collection order was placed;
  2. the User must be identified by the Partner Facility in a correct manner that does not raise any doubts.
3. All funds included in the cash collection order must be collected. The Operator does not allow cash collection in tranches.
4. The Operator may introduce limitations concerning currencies in which cash is collected and the collected amount, including the minimum and maximum collected amount and the multiple of the unit.
5. Subject to point 6 below, the User is bound by the submitted cash withdrawal order.
6. If cash is not collected by the User within the specified time limits, the cash collection order shall be automatically cancelled. Funds covered by the cash collection order shall then be returned to the User's Account at the Website no later than up to two business days from the day on which the order was cancelled automatically.
7. The Operator collects a fee in accordance with the Table of Fees and Commissions for the cash collection order. The fee is not returnable if the order is cancelled automatically in the manner described in point 6 above.
8. Detailed technical information concerning the cash collection method is available here: <https://www.walutomat.pl/wyplata-gotowki/>

### **VIII. Fees and commissions**

## **§ 27.**

1. For providing agency services in Transactions concluded by the User, the Operator collects a commission from the user in the maximum amount of 0.2% of the value of the concluded Transaction in the Transaction currency rounded up to the lowest 0.01 of the Transaction currency unit.
2. A fee is charged on the fulfilment of an order for withdrawal of funds from the Account in an amount resulting from the Table of Fees and Commissions converted in the Transaction value at the exchange rate of the National Bank of Poland on the day preceding the day on which the order for withdrawal was fulfilled.
3. By ordering Foreign Currency Exchange or by placing an order for withdrawal of funds from the Account at the Website, the User is informed by the Operator about fees and commissions due to the Operator and is obliged to provide funds for fees and commissions.
4. By fulfilling a Foreign Currency Exchange Request or by placing an order for withdrawing funds in the Account, the Operator automatically takes into account the amount of the fees and commissions due in accordance with information presented to the User during the Foreign Currency Order or by placing an order for withdrawing funds. The costs of the sending bank are borne by the Operator. If the fulfilment of such an order involves additional fees collected by the intermediary bank or the recipient's bank, the Operator shall not be liable for these fees and the recipient will receive an amount reduced by them.

## **§ 28.**

1. Services provided to the User by the Operator are documented in VAT invoices.
2. On the User's request, the relevant VAT invoice shall be sent to the User's correspondence address by post. The Operator shall collect a fee in accordance with the Table of Fees and Commissions which is an appendix to the Rules and Regulations and constitutes its integral part.

## **IX. Personal data**

### **§ 29.**

1. The administrator of personal data collected and further processed in connection with conclusion of the Agreement and provision of services within the meaning of personal data protection regulations is the Operator - Currency One Spółka Akcyjna with its registered office in Poznań, ul. Szyperska 14, 61-754 Poznań, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Poznań Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register under the following number 0000402723, Tax Identification Number (NIP): 7831684097, State Statistical Number (REGON) 301920555.

2. The Operator, in connection with the provision of services at the Website described in § 4 processes the User's personal details. Data processing complies with legal regulations, especially the GDPR.
3. Detailed information on personal data processing, including obligations and rights related to their acquisition and processing, is contained in information published at the website <https://www.walutomat.pl/polityka-prywatnosci/>
4. The User is obliged to immediately inform the Operator about each change to his/her personal data and contact details. A failure to fulfil the obligation which is referred to in the previous sentence is to the User's disadvantage.

## **X. Termination of the service agreement**

### **§ 30.**

1. The User may, at any time, terminate the service agreement without incurring any additional costs, except for standard fees specified in the Table of Fees and Commissions which constitutes and appendix to the Rules and Regulations and is their integral part. The agreement shall be terminated with immediate effect subject to Sec. 5 below.
2. The service agreement is terminated by filling in the form available at the Website or in writing by sending a termination statement to the address of the Operator's registered office. Currency One S.A. ul. Szyperska 14, 61-754 Poznań.
3. The agreement can be terminated by the Operator for important reasons by giving seven days' notice.
4. Important reasons justifying the termination of the agreement by the Operator with a prior notice include the following cases:
  1. Despite being called upon, the User did not provide data or did not present appropriate documents confirming the data provided at the Operator's request or provided false, incomplete personal data or did not make data available when the processing of this data was necessary due to the manner of operation of the Computerized System.
  2. the Operator establishes that Currency Exchange Requests submitted by the User are aimed at doing harm to other Users of the Website.
  3. the User takes actions aimed at unauthorized access to the Operator's Computerized System, in particular by breaking protections.
  4. Cases of destroying, damaging, deleting, changing or obstructing access to data contained in the Computerized System by the User or causing interferences by the User or other circumstances preventing automatic processing, collection or provision of such data,

5. It will be found that the User's actions caused a threat to the safety of the Computerized System, i.e. they were actions classified as money laundering within the meaning of regulations on counteracting money laundering.
  6. If it is not possible to use at least one of financial security measures consistent with regulations on counteracting money laundering.
  7. The guidelines of state authorities or recommendations of these authorities require termination of cooperation with the User.
5. If the moment the termination notice is submitted by the User or the termination of the agreement by the Operator, Currency Exchange Requests submitted by the Users have not been fully completed, the Operator will remove such Currency Exchange Requests within 1 Business Day. Before the expiration of the deadline which is referred to in the previous sentence, Currency Exchange Requests which have not been completed in full remain binding.
  6. The Operator will refund the funds deposited in the User Account immediately, however, no later than within 3 Business Days after receiving the termination notice.

### **§ 31.**

If the agreement was terminated on the basis of termination submitted by the Operator for reasons which are referred to in § 30 Sec. 4 above, the User may not register at the Website again without the Operator's prior consent.

### **§ 32.**

In cases which are referred to in § 30 Sec. 4 of the Rules and Regulations, the Operator, until the matter is resolved, has the right to stop providing the service to the User immediately and to notify appropriate state authorities.

## **XI. Withdrawal from the agreement by the Consumer**

### **§ 33.**

The User who is a Consumer has the right to withdraw from the agreement without providing any reasons within 14 days from the day on which it is concluded, by submitting a written statement on withdrawal to the address of the Operator's registered office. Currency One S.A. ul. Szyperska 14, 61-754 Poznań. To keep this deadline, it is enough to send a statement before expiration of the deadline which is referred to in the previous sentence. If consent is expressed to begin the provision of the service before the expiration of the service above, the right to withdraw from the agreement does not apply. A specimen agreement withdrawal form is available in the appendix to the Rules and Regulations.



## XII. Complaints

### § 34.

1. The User may submit a complaint concerning the provision of the service to the User by the Operator.
2. Complaints can be submitted electronically to the following address [kontakt@walutomat.pl](mailto:kontakt@walutomat.pl) or in writing to the address of the Operator's registered office. Complaints should contain a description of reported reservations and the User's name as well as the User's position in the matter that is the object of the complaint.
3. If data or information provided in the complaint needs to be supplemented before considering the complaint, the Operator requests the User submitting the Complaint to supplement it within the specified scope.
4. The Operator will not consider requests that do not contain data allowing for identification of the User.
5. The Operator shall consider the complaint within 14 days after its receipt. If it is reasonably not possible to reply within these time limits in a justified manner, the Operator shall provide the person filing the complaint with information explaining the reasons why it is not possible to meet the deadline, specifying the circumstances which need to be established, specifying the expected date of providing the reply, which, however, is no longer than 60 days after the receipt submission.
6. The response to the complaint is provided to the e-mail address assigned to the User's account. In particularly justified cases, the Operator may send the reply to a different e-mail address specified by the User.
7. If the complaint is rejected, the User may launch civil action at a competent common court.
8. The User who is a Consumer can use out-of-court procedures to resolve a complaint and assert his/her claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of the Trade Inspection. Detailed information concerning the resolution of consumer disputes, including access and dispute resolution procedure can be found at: [https://uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php). The User who is a Consumer can also use the European ODR online platform available at: <http://ec.europa.eu/consumers/odr/>. Detailed information about the reporting procedure can be found at <http://ec.europa.eu/consumers/odr/>.
9. The User's telephone conversations with the Customer Service Office may be recorded and archived. The Operator does not make recordings available to the User. In justified cases, the User has the right to become familiar with the transcript of the recorded conversation which is made available only at the Operator's registered office on the User's written request.

### **XIII. Exclusion of the Operator's liability**

#### **§ 35.**

Apart from situations specified in the Rules and Regulations, the Operator shall not be held liable for:

1. losses resulting from the fulfilment of the User's order or Currency Exchange Requests in accordance with their contents,
2. transfer of funds by the User in a way that does not comply with § 11 of the Rules and Regulations,
3. for a failure to fulfil or improper fulfilment of an obligation resulting from circumstances for which the Operator is not responsible, in particular due to a failure of the public telephone network, a failure of power systems or computer equipment or provision of incorrect data of the transfer sender by the User's bank.
4. for a failure to fulfil or improper fulfilment of an obligations for reasons attributable to third parties for whose actions the Operator is not responsible.
5. for losses resulting from a refusal to accept an order or a Currency Exchange Request as a result of a breach of the Rules and Regulations by the User.
6. for potentially lost benefits in connection with unavailability of the System caused by a failure or servicing.

#### **§ 36.**

The Website contains contents protected by copyright and intangible assets protected by intellectual property rights which cannot be copied or distributed in any form and in any way without a prior consent.

#### **§ 37.**

The applicable law for the agreement for the provision of services by the Operator within the Website which is concluded between the User and the Operator is Polish law. All disputes resulting from or related to services provided by the Operator within the Website will be resolved by competent common courts in Poland.

#### **§ 38.**

1. The Website is available in the Polish language. The Operator communicates with the User in the Polish language. On the User's request, the Operator may communicate in English or Russian and provide selected information and documents additionally in the English or Russian language. If any discrepancies occur between the Polish version and the English or Russian version, the Polish version will prevail.

2. Subject to § 30 Sec. 2, § 33 and § 34 Sec. 2 of the Rules and Regulations, the User may communicate with the Operator in the following ways:
  1. electronically using the contact form available at <https://www.walutomat.pl/kontakt/> or to the following e-mail address: kontakt@walutomat.pl .
  2. by telephone at +48 (61) 646 05 00 / +48 (61) 200 11 11 - during working hours of the Customer Service Office specified at the Website,
  3. in writing to the following address: Currency One S.A. ul. Szyperska 14, 61-754 Poznań.
3. Subject to § 34 Sec. 5 of the Rules and Regulations, the Operator communicates with the User electronically, by telephone or in writing.

## **XIV. Changes to the Rules and Regulations**

### **§ 39.**

The Operator reserves the right to introduce changes to the Rules and Regulations in the following cases:

1. change of the scope, form, functionality or handling of services provided,
2. introduction of services and products to the Operator's offer or their withdrawal from the Operator's offer,
3. change in legal regulations which influence the provision of services by the Operator,
4. issuing guidelines, recommendations, decisions or court decisions influencing mutual rights and obligations of parties to the agreement,
5. necessity to improve safety or availability of services provided,
6. necessity to further specify the provisions of the Rules and Regulations,
7. changes related to technological progress.

### **§ 40.**

1. The User shall be informed by the Operator about changes to the Rules and Regulations using an e-mail, sent to the e-mail address assigned to a given User Account and also by notifications on the Website.
2. If, before the proposed date on which these changes are to enter into force, the User does not object to these changes, it is concluded that the User has agreed to them. Before the proposed date on which these changes are to enter into force, the User has the right to terminate the agreement with immediate effect without being charged any fees. If the User objects, as

described in the first sentence, but does not terminate the Agreement, the agreement will expire on the day preceding the day on which the proposed changes enter into force.

**§ 41.**

Changes enter into force within time limits specified by the Operator that cannot be shorter than 14 days after the date on which the changed Rules and Regulations were published on the Website and after informing by electronic means, however, Currency Exchange Requests submitted before the changes enter into force are completed according to the existing rules.

**§ 42.**

The User who logs to the Website for the first time after the changes entered into force will be informed about their contents.

# Table of Fees and Commissions

## Table of contents:

1. General fees
2. Fees for withdrawals from Walutomat

### 1. General fees

No.	Type of activity	Cost for the Client
1.	Accepting a wire transfer through Walutomat	PLN 0
2.	Commission fee for currency conversion of funds	0.2%
3.	VAT invoice (electronic format)	PLN 0
4.	VAT invoice (hard copy)	PLN 5
5.	Blocking and unblocking access to the Website	PLN 0

### 2. Fees for withdrawals from Walutomat

No.	Type of activity	Cost for the Client
1.	Withdrawal in PLN by wire transfer to any bank in Poland	PLN 0
2.	Withdrawal by wire transfer in EUR, USD, CHF GBP to Alior Bank, BGŻ BNP Paribas, Santander BP, Deutsche Bank, ING, Inteligo, Millennium, Pekao SA, PKO BP, T-Mobile Usługi Bankowe, Raiffeisen Bank, mBank corporate segment	PLN 0
3.	Withdrawal by wire transfer in EUR, USD, CHF, GBP to mBank retail segment	PLN 5

4.	<p>Withdrawal by SEPA wire transfer to banks other than those listed in points 2 and 3</p> <p>SEPA transfer - a transfer within the Single Euro Payments Area in EUR executed no later than by the end of the following business day.</p>	PLN 4
5.	<p>Withdrawal in EUR (outside the SEPA area), USD, CHF, GBP by ordinary wire transfer to banks other than those listed in points 2 and 3</p> <p>An ordinary wire transfer is executed in no more than three full business days.</p>	PLN 9
6.	<p>Withdrawal in EUR, USD, CHF, GBP by accelerated wire transfer to banks other than those listed in points 2 and 3</p> <p>An accelerated wire transfer is executed on the same day, but no later than by the end of the following business day.</p>	PLN 20
7.	<p>Withdrawal in EUR, USD, CHF, GBP by accelerated wire transfer in the OUR cost option to banks other than those listed in points 2 and 3</p> <p>An accelerated wire transfer is executed on the same day, but no later than by the end of the following business day. The OUR cost option means that no additional fees will be collected by banks. The recipient will receive the specified amount.</p>	PLN 80
8.	Refund of funds in PLN to any bank in Poland	PLN 0
9.	Refund of funds in EUR, USD, CHF GBP to Alior Bank, BGŻ BNP Paribas, Santander BP, Deutsche Bank, ING, Inteligo, Millennium, Pekao SA, PKO BP, T-Mobile Usługi Bankowe, Raiffeisen Bank, mBank corporate segment	PLN 0
10.	Refund of funds in EUR, USD, CHF, GBP to mBank retail segment	PLN 5
11.	Refund of funds in EUR to banks other than those listed in points 8 and 9	PLN 4
12.	Refund of funds in USD, CHF, GBP to banks other than those listed in points 8 and 9	PLN 9
13.	Cash withdrawal	EUR 2,5