

# Rules and regulation of the Walutomat.pl website

## I. General provisions and definitions

### § 1.

1. Pursuant to Art. 8 sec. 1 subsection 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. **E-mail address** – the User’s electronic mail address provided and confirmed during registration in accordance with § 6 Sec. 4 and also each electronic mail address that replaces it in accordance with § 6 Sec. 11. The current e-mail address is understood as its latest version confirmed in accordance with the provisions above.
2. **Paying Agent** – the provider of payment services who provides payment services to the Operator which includes the acceptance of payment instruments and execution of payment transactions, initiated by the User’s payment instrument (if the User acts as a payer within the meaning of the Payment Services Act), by or through the Accepting Agent, which involve in particular the authorization, transfer of the payer’s or accepting Agent’s payment requests to the issuer of the payment instrument or payment system in order to provide due funds to the accepting Agent. As regards services available in the Accepting Agent Website, payment services provided by the Paying Agent also apply to the acceptance of payments made by Payment Cards and also using other methods of payment offered by the Accepting Agent. Information about Paying Agents providing payment services to the Operator is available at the Website.
3. **Accepting Agent** – the Operator acting as the recipient of funds within the scope in which the Paying Agent provides a payment service related to the acceptance of card payments or by Pay-by-link transfers.
4. **Real Beneficiary** – the real beneficiary within the meaning of the regulations on counteracting money laundering.

5. **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.
6. **Biometric Reader** – a function of a mobile device made available by its manufacturer or the manufacturer of the software installed in it, intended for reading biometric characteristics and recording them on this device to create a corresponding digital key of the device user.
7. **Business day** – days from Monday to Friday, apart from public holidays in Poland.
8. **Access Password** – a sequence of characters used to identify the User and to obtain access by the User to the User's Account.
9. **Biometric identifier** – a digital key of a mobile user created in this mobile device and recorded in it which is generated for one specific biometric characteristic and corresponds to the unique code created by the Operator. The unique code is permanently connected with the User Login. This code is created after an authentication method which uses a biometric identifier is accepted by the user.
10. **Payment Card** - a card connected to the bank account, allowing for placing payment requests through the Accepting Agent, approved by the Accepting Agent which allows the User to receive the funds, which is not a prepaid card, the Payment Card may be assigned only to its holder's profile; the Operator shall not ensure the possibility of using all payment cards and information about accepted payment cards is available at the Website, and the Operator accepts only cards which are approved by the Paying Agent.
11. **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.
12. **Consumer** – a natural person concluding a legal act which is not directly related to his business or professional activity.
13. **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 under conditions specified in the Rules and Regulations.
14. **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.
15. **Order Exchange Rate** – the exchange rate specified by the User in the Currency Exchange Request.
16. **Order Amount** – the amount which is the object of the Currency Exchange Request expressed in the Base Currency or in the Quote Currency.
17. **Login** – the User's identifier at the Website, in particular used for the logging into the Website, the current E-mail Address is always used as the Login, and the first Login is the E-mail Address provided and confirmed upon registration in accordance with § 6 sec. 4; the exception is the first logging into the Website using a mobile channel where the Login is not used.
18. **Landing Page** – the website of the Operator that contains a registration form allowing for registering at the Website.

19. **Telephone number** – the User’s telephone number provided and confirmed upon registration in accordance with § 7 sec. 1 subsection 4 and also each of the User’s telephone numbers changed in accordance with § 6 sec. 11.
20. **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.
21. **Sale Offer** – a sale 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.
22. **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.
23. **Politically Exposed Persons** within the meaning of the regulations on counteracting money laundering.
24. **Currency Pair** – currencies which are the object of the Currency Exchange Request defined as the Base Currency and the Quote Currency.
25. **Partner Facility** – a facility belonging to an entity with which the Operator has concluded an agreement that allows the User to collect cash from currency exchange at the Website at premises made available by this entity or at another place or from another device specified by the Operator.
26. **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.
27. **Rules and Regulations** – these rules and regulations of the Walutomat.pl website,
28. **GDPR** – REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
29. **Website** – the Operator’s online platform available at the <https://www.walutomat.pl> domain or through the Walutomat mobile application which is a part of a Computerized System and allows for the provision of agency services by the Operator in currency exchange between Users.
30. **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.

31. **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.
32. **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.
33. **User** – a natural person who is at least 18 years old and has 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, has a bank account and has registered at the Website.
34. **Base Currency** – the currency from the Currency Pair whose unit price is expressed in the Quote Currency.
35. **Quote Currency** – the currency from the Currency Pair in which the amount of the Base Currency unit.
36. **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.
37. **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 or changed later in accordance with § 6 Sec. 11.

### § 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, referred to in the preceding sentence, involves:

1. acceptance of fund deposits towards the execution of subsequently placed Currency Exchange Requests,
2. acceptance of Currency Exchange Requests,
3. adjustment of Sale Offers/Purchase Offers,
4. registration of transactions at the User Account,
5. withdrawal of funds from concluded Transactions or paid in to execute potential Transactions to the User's Bank Account defined in the User Account.

### § 5.

1. For proper use of the Operator's services 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,
  4. an active and properly configured e-mail account,
  5. 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/TLS protocol.
  3. For the proper Website operation in the browser, the User is required to have JavaScript and cookies enabled in the browser and allow the cookies to be stored.
  4. Disabling JavaScript or cookies will prevent the use 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 5 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 scope of the requirements mentioned above constitutes a change to the Rules and Regulations and is made in this manner.

## **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 without a minimum duration.
4. To register at the Website, the potential User must:
  1. accept the Rules and Regulations;
  2. fill in the registration form published at the Website or on the Landing Page by:
    1. providing the User's E-mail Address which will be used as Login,
    2. setting an Access Password which must consist of at least 8 characters;
    3. specifying the User Account status, i.e., defining it as an individual or company account (applies to the registration through a web browser).
3. confirming the E-mail Address, which is referred to in section 2, subsection 1 above.

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 §28 Sec. 1 and personal data required by the Operator to conclude the Agreement is provided voluntarily,
  3. the User has obtained consent and authorization to conclude Transactions if legal regulations impose such an obligation on the User,
  4. 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.
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 a User 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. As an exception to the limitation which is referred to in the preceding sentence, the Operator allows a User who is a natural person to have separate User Accounts, one as a Consumer and one as an entrepreneur.
8. The User is obliged to store the Access Password and the PIN Code if he/she is using the Walutomat mobile application 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 Website or 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.
11. After registering at the Website, the User can, by using available Website functionalities, change the E-mail Address, Access Password or the Telephone Number. These changes may require the provision of the authentication code provided to the User in a text message (SMS) sent to the current Telephone Number; a change of the E-mail Address and the Telephone Number also require a confirmation of the new E-mail Address and Telephone Number each time.

## **§ 7.**

1. The use by the User of the Operator's agency services in currency exchange is possible if all of the following conditions are met by the User:
  1. completion of registration at the Website;
  2. logging into the Website by the User in accordance with sec. 3 below,

3. providing data required by regulations on counteracting money laundering by the User at his/her User Account;
  4. providing the User Telephone Number on which the User can receive text messages (SMS).
  5. confirming the Telephone Number which is referred to in the section above,
  6. 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,
  7. providing to the Operator documents confirming data which is referred to in the clause above;
  8. 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. The fulfilment of this condition is not possible if a deposit is made using a Payment Card. If a deposit is made using a Payment Card, a prior deposit from a bank account must be previously verified with a positive result.
  9. positive identification of the User upon the payment of funds;
  10. 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.
  3. The User logs in to the Website by User authentication through:
    1. a web browser which involves:
      1. providing the correct Login,
      2. providing the Access Password,
      3. providing the correct authentication code, if it is legally required or is necessary for safety reasons;
    2. or a mobile application which involves:
      1. providing the correct Login if the User is logging in on this device for the first time,
      2. providing the Access Password or the previously set PIN Code, if the application is installed on a mobile device equipped with a Biometric Reader, the Biometric Identifier will be used for subsequent logins if the User has selected this authentication method in the User Account Settings, instead of the PIN Code.
      3. providing the correct authentication code, if it is legally required or is necessary for safety reasons.
  4. The authentication code which is referred to in Art. 3, section 1, subsection 3 and section 2, subsection 3 above, can, in particular, have the form of a sequence of digits provided to the User in a text message (SMS) sent by the Operator to the User Telephone Number. This code has a specified validity period during which the User should enter it into the field specified by the Website.

## § 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 submit to the Operator, 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. The Customer Service Office needs to be contacted to update certain data, in particular, the first name and the surname.
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 submitted 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 (together with the issue date and validity date of this document) and address, the country of birth 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 to fulfil its obligation to verify the User, it may require to enter into the specified field an authentication (confirming) code which is sent to the Telephone Number.
7. The User acknowledges that any breach of regulations in fore 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 if a Transaction is suspended, the Account is blocked or assets are frozen, if such activities were undertaken within the scope of the obligations resulting from legal regulations, also for executing the provisions of regulations on counteracting money laundering or if such activities result from compliance with judgements, decisions, resolutions, other acts of competent authorities, including General Inspector of Financial Information, courts, prosecutor’s offices and bailiffs.

### **§ 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.
2. The submission of some requests at the Website by the User, in particular, withdrawal of funds, a change of contact details or change of bank account details may require an additional confirmation using an authentication code sent by the Operator in a text message (SMS) to the Telephone Number entered at the Website.

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

#### **§ 10.**

1. The User can a deposit at the Website both by wire transfer to the Operator's appropriate Bank Account or using one of the payment methods made available by the Paying Agent, in particular, using a Payment Card held by the User.
2. The deposit of funds by wire transfer is made to the Operator's appropriate Bank Account specified by the System based on information provided by the User. Foreign-currency transfers should be made with the SHA cost option.
3. Deposits using a Payment Card or using another payment method made available by the Paying Agent are executed in accordance with the principles described below:
  1. are made through the Paying Agent's interface,
  2. only Payment Cards held by the User can be assigned to his/her User Account.
  3. the Operator reserves the right to reject a deposit for important reasons, in particular when procedures used by the Operator in connection with the provision of services show that there is a risk that this deposit is related to fraudulent transactions, money laundering, terrorism financing or if there are justified doubts about the holder of the Payment Card used by the User, in particular, if the same card was previously used by another User.
  4. in the situation described in section 3 above, the Operator shall return the paid deposit in a manner corresponding to the method used to make the deposit. The Paying Agent may collect a fee for using a payment method according to its own price list, regardless of the fact whether the payment was or was not accepted by the Operator.
  5. notwithstanding section 3 above, the Paying Agent may refuse to execute a payment transaction for reasons it specifies and defines.
  6. there is a limit on Payment Card deposits which amounts to EUR 2500 for single deposits and the EUR 15,000 as the monthly maximum limit. For payments in other currencies, the amount is converted to EUR at the National Bank of Poland's exchange rate from Table A on the day preceding the

payment. A change of these parameters constitutes a change to the Rules and Regulations and is made in this manner.

7. the Operator can introduce limits on payments which differ from the limits specified by the Paying Agent as regards methods of payment that are made available by it.
8. if the User deposits funds using methods made available by the Paying Agent, the Paying Agent may impose an additional fee on this User for this form of payment. The information about the amount of this payment should be provided to the payer the moment a payment request is made at the Paying Agent's interface. The Operator is not a beneficiary of this payment which due to the Paying Agent only.
4. 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.
5. The Operator explains that a User who deposits funds to the Operator's Bank Account should not use for this deposit the split payment mechanism which is referred to in Art. 108a and the following of the VAT Act of 11 March 2004 as this will prevent the provision of the service. If the User uses this option, the Operator reserves the right to reject such a deposit and refuse to provide online services. If a deposit rejected, it will be refunded using the split payment option (SHA) to the User's Bank Account, no later than within 14 days.

#### **IV. User identification upon deposits**

##### **§ 11.**

1. The user is identified upon making a deposit by wire transfer 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, 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 E-mail Address.
5. Some deposit methods and, in particular, Payment Card deposits are available only for Users who were previously verified with a positive result by wire transfer from the User's Bank Account. For this reason, the deposits which are referred to in the preceding sentence are not available to Users who have not made a deposit by wire transfer and have not been verified with a positive result.
6. If the reasons for inconsistencies of the data which is referred to in this article 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.

7. Costs (including bank fees) related to the refund of funds will be deducted from the refunded amount.

## **V. Currency Exchange Request**

### **§ 12.**

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

### **§ 13.**

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.

### **§ 14.**

To submit Currency Exchange Requests, the User must specify parameters of the Currency Exchange Request in accordance with the requirements described in § 15 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.

### **§ 15.**

1. The User defines the following parameters of the Currency Exchange Request:
  1. the type of offer: 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. After submitting a request, the funds to be exchanged are blocked and will remain blocked until the request is executed or cancelled. Blocked funds cannot be used to submit other exchange or withdrawal requests.
4. 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.
5. A Currency Exchange Request may be completed fully (in one or a larger number of transactions), partly or may remain uncompleted.

### **§ 16.**

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. Matching Offers**

### **§ 17.**

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.

### **§ 18.**

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 Purchase 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 § 16 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.

### **§ 19.**

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.

### **§ 20.**

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 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.

### **§ 21.**

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 in cases specified in the Rules and Regulations is also regarded as cancellation of the Currency Exchange Request.
3. A Currency Exchange Request may not be modified by the User.

### **§ 22.**

1. After concluding the Transaction, the Operator credits the funds to the User Account.
2. The Operator sends an e-mail message to the E-mail Address, which is defined as current with details of the Transaction together with a proof of purchase/sale.

## **VII. Payout of funds by the Operator**

### **§ 23.**

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 bank account. In accordance with the Rules and Regulations, 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 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 withdrawal order requires confirmation by an authentication code sent in a text message (SMS) to the User's Telephone Number defined at the Website. Using this code, the Operator may also allow authentication of a bank account by the User ("Trusted Account"). Withdrawals to the "Trusted Account" can be executed without confirmation with an authentication code.
4. If a Currency Exchange Request is submitted in accordance with § 14 section 2 of the Rules and Regulations, i.e., without logging in to the Website, the funds will be paid out after concluding a Transaction without the need to place an additional order by the User. After submitting a Currency Exchange Request in this manner, it is not possible to use an additional service in the form of a payment service which is referred in Sec. 2 above and the withdrawal is executed only to the User's own bank account previously defined in the User Account which is referred to in the first sentence of Sec. 2.
5. The Operator shall not fulfil an order for the 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 under other regulations of commonly applicable law,
  3. the User does not confirm the withdrawal order by an authentication 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 hours of bank systems.

#### **§ 24.**

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.

#### **§ 25.**

1. The Operator makes available functionality that allows for collecting funds registered in the User 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. submitting a relevant cash collection request in the System,
  2. 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;
  3. 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 section 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 section 6 above.
8. Detailed technical information concerning the cash collection method is available at the Website: <https://www.walutomat.pl/wyplata-gotowki/>

## **VIII. Fees and commissions**

### **§ 26.**

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 currency unit obtained by the User as a result of the Transaction.
2. A fee is charged on the fulfilment of an order for the withdrawal of funds from the User Account in an amount resulting from the Table of Fees and Commissions converted to the withdrawal currency 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 submitting a Foreign Currency Exchange request or by placing an order for the withdrawal of funds from the User 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 registered 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 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.

#### **§ 27.**

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. For preparation and shipping, 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**

#### **§ 28.**

1. The administrator of personal data collected and further processed in connection with the 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 and 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 Users' 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-i-cookies/>.
4. The User is obliged to immediately inform the Operator about each change to his/her personal data or 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**

#### **§ 29.**

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 an 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 harming 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. 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. 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,
  8. if it is found or if there is a justified suspicion that the User engages in activities involving a high risk of money laundering and terrorist financing,
  9. if it is found or if there is a justified suspicion that the User uses the service for fraudulent purposes or that the use of services by the User creates the risk of generating security threats.
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.
7.
  1. Also, the Operator may terminate the Agreement if:
    1. the Operator concludes that the User has not logged into the Website for at least 2 years or has not executed any Transactions which do not require logging in which are referred to in § 14 Sec. 2 during this period;
    2. or if after sending to the User's E-mail Address any message provided for in these Rules and Regulations, the Operator shall receive a reply indicating that this e-mail is inactive or does not exist any longer and at least 6 months have passed since the User's last login to the Website

- or since the last transaction which does not require logging, i.e. in accordance with § 14 Sec. 2 during this period;
2. Before using the right to terminate for reasons specified in section 1 above, the Operator is obliged to inform the User about the intention to terminate the Agreement in the following way:
    1. in the case which is referred to in section 1, subsection 1 above, the Operator will send information about the intention to terminate the Agreement to the User's current E-mail Address; if, after sending this information, the Operator receives a reply which is referred to in section 1, subsection 2 above, the Operator will send a notification in a manner described in subsection 2 below;
    2. in the case which is referred to in section 1, subsection 2 above, also in the case which is referred to in the second sentence of subsection 1 above, the Operator shall make an attempt to provide information about the intention to terminate the Agreement by sending a text message (SMS) to the User's current Telephone Number.
  3. The Operator will be entitled to terminate the Agreement 30 days after sending the message which is referred in section 2, subsection 1 or 2 above, unless the User logs into the Website or executes a Transaction that does not require logging in which is referred to in § 14 sec. 2, and in the case which is referred to in section 1, subsection 2 above, and also changes the inactive E-mail Address to a new E-mail Address in accordance with § 6 sec. 11.

### **§ 30.**

If the agreement was terminated on the basis of termination submitted by the Operator for reasons which are referred to in § 29 Sec. 4 above, the User may not register at the Website again without the Operator's prior consent.

### **§ 31.**

In cases which are referred to in § 29 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**

### **§ 32.**

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, is enough to send a statement before the 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 withdrawal deadline 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**

### **§ 33.**

1. The User may file a complaint if services specified in the Rules and Regulations are not provided by the Operator or are provided against the provisions of the Rules and Regulations.
2. Complaints can be submitted electronically by sending an e-mail to the following address [kontakt@walutomat.pl](mailto:kontakt@walutomat.pl) or in writing to the address of the Operator's registered office. The complaint should contain a detailed description of the subject matter of the complaint.
3. The complaint should contain at least: the User's full name, the amount and date of the transaction which the complaint concerns, correspondence address or e-mail address. If additional information is necessary to resolve the complaint, the Operator shall ask the User to provide such information. The User submitting a complaint is obliged to provide explanations and assistance to the Operator on the matter which is the subject of the complaint if such explanations or assistance are not against applicable legal obligations. The User submitting a complaint shall provide explanations within 14 days after receiving the request from the Operator. However, the time of their provision may result in extending the time limits for resolving the complaint in accordance with Sec. 5.
4. If the User submitting a complaint does not provide any data allowing for his/her identification or does not provide any contractual data allowing for requesting him/her to provide necessary data, the complaint shall be left unresolved.
5. The Operator shall consider the complaint within 15 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 35 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 or to the postal address provided by the User submitting a complaint.
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**

#### **§ 34.**

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 § 10 of the Rules and Regulations,
3. 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, failure of power systems or computer equipment or provision of incorrect data of the transfer sender by the User's bank,
4. a failure to fulfil or improper fulfilment of an obligation 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 service works.

#### **§ 35.**

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 prior consent.

#### **§ 36.**

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.

#### **§ 37.**

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 § 29 Sec. 2, § 32 and § 33 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 § 33 Sec. 4 of the Rules and Regulations, the Operator communicates with the User electronically, by telephone or in writing.

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

##### **§ 38.**

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. the necessity to improve the safety or availability of services provided,
6. the necessity to further specify the provisions of the Rules and Regulations,
7. changes related to technological progress.

##### **§ 39.**

1. The User shall be informed by the Operator about changes to the Rules and Regulations using an e-mail, sent to the current 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.

**§ 40.**

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.

**§ 41.**

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 / PLN 1 Explanation 1 under the table
2.	Withdrawal to a bank where Walutomat.pl has an account in the relevant currency.  A list of these banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a> , subject to Section 3.	PLN 0 / PLN 1 Explanation 1 under the table
3.	Withdrawal by wire transfer in EUR, USD, CHF, GBP to mBank retail segment	PLN 5
4.	Withdrawal by SEPA wire transfer to banks other than those listed in sections 2 and 3  SEPA transfer - a transfer within the Single Euro Payments Area in EUR A SEPA transfer is executed in no more than two full business days.	PLN 0 / PLN 1 Explanation 1 under the table

5.	<p>Withdrawal in EUR (outside the SEPA area), USD, CHF, GBP by ordinary wire transfer to banks other than those listed in sections 2 and 3</p> <p>Withdrawal by ordinary wire transfer to banks other than those listed in section 1.</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 sections 2 and 3</p> <p>Withdrawal by accelerated wire transfer to banks other than those listed in section 1.</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 outside the EEA and Switzerland.</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 should be collected by banks. The recipient should receive the specified amount.</p>	PLN 80
8.	Refund of funds in PLN to any bank in Poland	PLN 0
9.	<p>A refund of funds to a bank where Walutomat.pl has an account in the relevant currency.</p> <p>A list of these banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a>, subject to Section 10.</p>	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 sections 9 and 10	PLN 4
12.	<p>Refund of funds in USD, CHF, GBP to banks other than those listed in sections 9 and 10</p> <p>Refund of funds in PLN to foreign banks</p>	PLN 9
13.	Cash withdrawal	EUR 2.5

## Explanation 1

- The operator introduces a total limit of 5 wire transfers for PLN 0 in a calendar month for wire transfers listed in subsections 1, 2 and 4. This limit is increased by 1 wire transfer after exceeding each full multiple of PLN 2,500 in the foreign exchange turnover in the relevant calendar month. If foreign exchange transactions are expressed without PLN, the exchange amount is converted into PLN at the current National Bank of Poland rate.
- After exceeding the limit, the fee collected on each such further operation in the relevant calendar month is PLN 1.
- The unused limit of wire transfers available at PLN 0 is not transferred to the following calendar month.
- The PLN 0 fee applies when the Client still has a positive limit of wire transfers available free of charge. After making a wire transfer at PLN 0, the limit of wire transfers available at PLN 0 is reduced by 1 transfer. This limit is also reduced by withdrawals made under Chapter 2 of the Table of Fees and Commissions attached to the Rules and Regulations for the Provision of Payment Services, subsections 1, 2 and 4 (i.e. concerning analogous withdrawals made within the foreign exchange service provided in accordance with the Rules and Regulations for the Provision of Payment Services).
- This information concerns also withdrawals under subsections 1, 2 and 4 of Chapter 2 of the Table of Fees and Commissions. The limit of wire transfers for PLN 0 is the same for the aforementioned subsections and corresponding wire transfers from the Rules and Regulations for the Provision of Payment Services if the User is a Payment Service User.