

# RULES AND REGULATIONS FOR THE PROVISION OF SERVICES WITHIN THE WALUTOMAT.PL SERVICE

## General provisions and definitions

### § 1 Introduction

1. These rules and regulations (hereinafter referred to as “**Rules and Regulations**”) define the types, scope and conditions of provision of services related to the Payment Account by the Operator to the User, using the functionality of the Website. This applies to payment services, as well as related additional services related to currency exchange.
2. The Rules and Regulations are a framework agreement, within the meaning of the Act on Payment Services concluded between the User and the Operator in the manner specified in § 6 and 7 of the Rules and Regulations.
3. The operator provides payment services and related additional services specified in the Rules and Regulations on the basis of an authorisation to provide payment services as a national payment institution, issued by the Polish Financial Supervision Authority (IP33/2015). The Polish Financial Supervision Authority is the institution which supervises the Operator.

### § 2 Definitions

All capitalized terms should be understood in accordance with the meanings defined below.

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. The current e-mail address is understood as its latest version confirmed in accordance with the provisions above.
2. **Topping-Up Paying Agent** – the provider of payment services providing the Topping-Up Service to the Operator.
3. **Seller's Paying Agent** - provider of payment services providing the Payment Instrument Acceptance Service to the Seller. The Seller's Paying Agent is not a notion identical with the Topping-Up Paying Agent, even if the same provider of payment services fulfils both roles.

4. **Topping-Up Acceptor** – the Operator acting as the recipient of funds in the scope in which the Topping-Up Paying Agent provides the Topping-Up Service.
5. **Mobile application** - application installed in the mobile device, in particular in a mobile phone, which allows the use of the Website and the reception of Push notifications.
6. **Authorization of the Payment Order** – expressing by the User consent to the execution of a Payment Transaction.
7. **Beneficial Owner** – the beneficial owner within the meaning of the regulations on counteracting money laundering.
8. **Erroneous Currency** - a situation in which the currency of the incoming transfer is inconsistent with the currency in which the Operator's Bank Account is kept. Funds are credited after the amount is converted by the Operator's bank using the exchange rate from its bank table.
9. **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. It allows for contact with the Operator within hours specified at the Website in writing or by telephone <https://www.walutomat.pl/kontakt/> and in accordance with data that is available there.
10. **Biometric Reader** – a function of a mobile device made available by the manufacturer of the device 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.
11. **Recipient's Provider** – it means depending on the service: (i) the bank keeping the Bank Account for the Recipient specified as the Recipient's account in the Payment Order concerning the Transfer Order or (ii) the Seller's Paying Agent participating in the execution of the PzWT Payment Order.
12. **Business Day** – each day from Monday to Friday, apart from public holidays both in Poland and in the country where the currency in question is used or in the target country in which the Recipient's Bank Account is kept.
13. **Access Password** – a sequence of characters used to identify the User and to obtain access by the User to the User's Account, Technical requirements concerning the Access Password, in particular its length and complexity are specified by the Website the moment it is established.
14. **Biometric identifier** – a digital key of a mobile user created in this mobile device in which the Mobile Application has been installed and activated 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.

15. **Payment Instrument** – a set of procedures and functionalities of the Website specified in the Rules and Regulations allowing the User to place a Payment Order including a PzWT Payment Order.
16. **Payment Card** – a card allowing the initiation of a payment order related to the Topping-Up Service through the Topping-Up Acceptor or the Topping-Up Paying Agent, approved by the Topping-Up Acceptor so they can receive funds that are due to them. The Payment Card can be assigned only to one User Account - that of its owner. The operator does not provide an opportunity to use all kinds of payment cards and information about accepted kinds of payment cards available at the Website, however, the Operator, as the Topping-Up Acceptor accepts only these payment cards, which are allowed as acceptable (i.e. served) by the Topping-Up Paying Agent.
17. **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.
18. **Consumer** – a natural person concluding an act of law with an entrepreneur which is not directly related to their business or professional activity.
19. **User Account** – an individual account at the Website assigned to each User whose functionalities allow them to use services described in the Rules and Regulations.
20. **Buyer** – a User who initiates a PzWT Payment Order through the Seller concerning a PzWT Payment Transaction through the Payment Instrument; the Buyer acts as the Payer in the PzWT Payment Transaction.
21. **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.
22. **Order Exchange Rate** – the expected Exchange Rate specified by the User in the Currency Exchange Order.
23. **Currency Exchange Order Amount** – the amount which is the object of the Currency Exchange Order expressed in the Base Currency or in the Quote Currency.
24. **Landing Page** – the website of the Operator that contains a registration form allowing for registering at the Website.
25. **Login** – the User's identifier at the Website, which is, in particular, used to log in at the Website. The current E-mail Address is always used the Login is the current E-mail Address; the first Login is the E-mail Address provided and confirmed during registration in accordance with § 6 Section 4. The first logging into the Website using a mobile channel in which the Login is not used is an exception.
26. **Mobile Authorization** – a functionality of the Mobile Application allowing the authorization of operations executed at the Website, including the Authorization of a Payment Order using the PIN Code or a Biometric Identifier.
27. **Telephone number** – the User's telephone number provided and confirmed upon fulfilment of the conditions for the entry of the Agreement into force in accordance with § 7 Sec. 1.4, and also each telephone number of the User which replaces it following a change made in accordance with § 6 Sec.11.

28. **Recipient** a natural person, legal person or an organizational unit which is not a legal person which was awarded legal capacity by the Act, which is the recipient of funds that are the object of the Payment Transaction. The User may be a Recipient when they submit the object of the Payment Order to the Recipient's Bank Account which is owned by them.
29. **Purchase Offer** – a purchase offer 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 by the User in accordance with the provisions of the Rules and Regulations.
30. **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 by the User in accordance with the provisions of the Rules and Regulations.
31. **OUR Cost Option** – the cost option in the Transfer Order under which the commissions and fees of the provider of the party ordering the transfer or intermediary banks are paid by the party ordering the transfer. The use of this option does not exclude charging the costs to the Recipient by the Recipient's bank in accordance with the Table of Fees and Commissions of this bank.
32. **SHA Cost Option** – the cost option in the transfer order under which the fees and commissions due to the provider of the party ordering the transfer are paid by the party ordering the transfer, while the Recipient covers the costs of transfer execution by intermediary banks, if any, and the cost of accepting the transfer by the Recipient's bank in accordance with the bank's Table of Fees and Commissions. As a result, the payment received by the Recipient is reduced by these costs.
33. **Operator** – Currency One Spółka Akcyjna with its registered office in Poznań, ul. Szyperska 14, 61754 Poznań, entered in the Register of Entrepreneurs of the National Court Register 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), e-mail address: kontakt@walutomat.pl, which provides the services described in the Rules and Regulations. The main place of the company's business activity is the registered office of Currency One S.A., correspondence address: Szyperska 14, 61-754 Poznań.
34. **Politically Exposed Persons** – persons within the meaning of the regulations on counteracting money laundering,
35. **Member State** – a Member State of the European Union or a member state of the European Free Trade Association (EFTA), i.e. a party to the European Economic Area.
36. **Currency Pair** – currencies which are the object of the Currency Exchange Request defined as the Base Currency and the Quote Currency,
37. **Partner Facility** – a facility belonging to an entity with which the Operator has concluded an agreement that allows the User to collect cash on the premises, place or

device made available by this entity or at another place or from and specified by the Operator.

38. **Payer** – a User who, depending on the services: (i) makes a Payment Order concerning the execution of the Transfer Order to the Recipient's Bank Account or (ii) places a PzWT Payment Order; it means the payer within the meaning of the Payment Services Act.
39. **Transfer Order** – the payment service involving the crediting of the Recipient's Bank Account and the Seller's Paying Agent (to provide funds to the Seller), if the Payment Transaction from the Payment Account is executed by the Operator, acting as the entity keeping the Payment Account on the basis of the instructions provided by the User who is the Payer. Transfer Orders are divided into Basic, SEPA, Foreign Currency, Internal and also may occur as PzWT Transfer Orders. Basic, SEPA, Foreign Currency and Internal orders correspond to relevant sections 2-5 of paragraph 2 of the Regulation and are described in detail in the Table of Fee and Commissions which is included in Appendix 1 to these Regulation.
40. **PzWT Transfer Order** – a payment service involving the crediting of the Seller's Paying Agent's Bank Account to provide funds to the Seller if the PzWT Payment Transaction from the User's Bank Account acting as the Payer is executed on the basis of the PzWT Payment Order.
41. **Push Notification** - a message sent by the Website to the User using the Mobile Application installed in the User's mobile device.
42. **Instant Transfer** - the commercial name of a SEPA Transfer Order executed in the SEPA Instant option.
43. **Bank Account** – the bank account kept in accordance with commonly applicable legal regulations.
44. **Payment Account** – payment account within the meaning of the Act which is kept by the Operator for the User which is used for the execution of Payment Transactions.
45. **Rules and Regulations** – these rules and regulations of the Walutomat.pl website,
46. **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).
47. **Regulation** - Regulation of the Minister of Development and Finance on a list of representative services connected with the payment account of 14 July 2017.
48. **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 the User to provide agency services by the Operator in currency exchange between Users.
49. **Shop** – the Seller's website, under which the Seller allows users of this website including Users: (i) to purchase goods or services offered by the Seller and (ii) initiate a PzWT

Payment Order by means of the User's Payment Instrument through the Seller and with the participation of the Paying Agent.

50. **Seller** – a seller running the Shop who is also a Recipient within the meaning of the Rules and Regulations for whom the Seller's Paying Agent provides the Payment Instrument Acceptance Service which involves the acceptance of funds from Buyers in connection with the performance of PzWT Payment Transactions which are initiated by Users' Payment Instruments through the Seller at their Shop; the Seller is also the Acceptor and recipient within the meaning of the Payment Services Act.
51. **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, item 1907 as amended), used by the Operator to provide the services described in the Rules and Regulations.
52. **Table of Fees and Commissions (also known as TF&C)**– the table of fees and commissions for the provision of services by the Operator which is included in an appendix to the Rules and Regulations and is their integral part.
53. **Payment Transaction** – a transfer of funds initiated by the User with the use of the Payment Instrument to the Recipient's Bank Account executed on the basis of the Transfer Order other than a PzWT Transfer Order or by transfer order initiated by the User using a Payment Instrument or to the Seller's Paying Agent's bank account on the basis of the PzWT Paying Agent or a cash payout initiated by the User. Each Payment Transaction is an individual payment transaction executed under a framework agreement within the meaning of the Payment Services Act.
54. **PzWT Payment Transaction** - a type of a Payment Transaction which is initiated by the User as the Buyer through the Seller using the User's Payment Instrument.
55. **Currency Exchange Transaction** – adjustment of the Sale Offer and Buy Offer executed by the Operator which results in the crediting of the Payment Account in one of the currencies taking part in a Currency Exchange Transaction and debiting of the Payment Account of the other party.
56. **Agreement** – an agreement concluded between the Operator and the User as a result of the completion of the process of registration at the website, in accordance with the principles described in § 6 and 7 of the Rules and Regulations and also as a result of and in accordance with the principles specified in the provisions of § 65 Sec. 2-5, which concern the provision to the User of services which are referred to in § 4.
57. **Payment Instrument Acceptance Service** – a payment service provided by the Seller's Paying Agent within the meaning of Art. 3 Sec. 1 item 5 of the Payment Services Act involving acceptance of funds by the Seller's Paying Agent for the Seller in order to perform PzWT Payment Services.

58. **Topping-Up Service** – a payment service involving the topping-up of the Payment Account with funds that have been provided by the User which is provided by the Topping-Up Paying Agent and also other methods of payments accepted by the Topping-Up Acceptor. Information about Topping-Up Paying Agents is available at the Website.
59. **“I Pay with Walutomat.pl”** (“Płać z Walutomat.pl”) or PzWT Service - the commercial name of the PzWT Payment Order service.
60. **Gambling Act** - the Act on Gambling of 19 November 2009 (consolidated text, Journal of Laws of 2018, item 165 as amended).
61. **Payment Services Act** - the Act on Gambling of 19 August 2011 (consolidated text, Journal of Laws of 2020, item 794 as amended),
62. **User** - a natural person, 18 years old or older, who 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 and has a Bank Account from which it can make a transfer specified in § 17 section 1.1, and which has registered at the Website and concluded an Agreement with the Operator and has become a Bank Account holder.
63. **Base Currency** – the currency from the Currency Pair whose unit price is expressed in the Quote Currency.
64. **Quote Currency** – the currency from the Currency Pair in which the amount of the Base Currency unit is expressed.
65. **Trusted Recipient** – means a Recipient for whom the User submitted a statement, in accordance with the Rules and Regulations which indicates that this Recipient has been added to the list of trusted Recipients. A Trusted Recipient is indicated by this Recipient’s Bank Account number. A Trusted Recipient is also the Recipient that is referred to in §65 section 1 of the Rules and Regulations.
66. **Trusted Account** - whenever a Trusted Account is referred to in communication between the Operator and the User, it is understood as a Trusted Recipient with regard to the specified Bank Account.n
67. **External Payment Instrument** – a payment instrument within the meaning of the Payment Services Act which is a different instrument from that which is referred to in the definition from Section 13, i.e. which is a payment instrument issued for the payer by a payment service provider other than the Operator approved by the Paying Agent for the Topping-Up.
68. **Payment Order** – the Users' declaration addressed to the Operator through the User's account which contains instructions for the execution of the Payment Transaction.
69. **PzWT Payment Order** – a type of a Payment Order initiated through the Seller at their Shop which concerns the execution of a PzWT Payment Transaction in connection with a PzWT Payment Order.
70. **Counter Order** – for a Sale Offer, a Purchase Offer is a counter order while for a Purchase Offer, a Sale Offer is a counter order,

71. **Currency Exchange Order** – a Sale Offer or a Purchase Offer submitted by the User.

### **§ 3 Availability of the Rules and Regulations**

1. The content of the Rules and Regulations is made available to the public on the Website for the entire period of their validity.
2. The Rules and Regulations referred to in section 1 shall be made available free of charge, in a manner enabling their content to be obtained, played and recorded by means of a computerized system.
3. The Rules and Regulations are sent to the User's current E-mail address in cases specified in the Rules and Regulations, in a format ensuring the possibility of storing them and accessing and reproducing them in an unchanged form.

### **§ 4 Services offered**

On the basis of the Agreement, the Operator shall provide the User with the following services under the conditions described in detail in the following provisions of the Rules and Regulations:

1. the service of maintaining a Payment Account referred to in § 2(8) of the Regulation;
2. the service of accessing a Payment Account through the Website; this is the trade name of the electronic banking service referred to in § 2 item 19 of the Regulation;
3. services related to crediting a Payment Account with the amounts resulting from cash transfers;
4. the Transfer Order services referred to in § 2 items 2-5 of the Regulation, including PzWT Transfer Order;
5. services including placing and matching Sale Offers and Purchase Offers on the Website, resulting in crediting the balance of the Payment Account in one of the currencies participating in the Exchange Transaction and debiting the balance of the Payment Account of the other one;
6. SMS notification services referred to in § 2(7) of the Regulation;
7. The Service of preparing statements of payment transactions referred to in § 2(9) of the Regulation;
8. The service of issuing certificates of the Payment Account referred to in § 2 item 15 of the Regulation
9. cash withdrawal services referred to in § 2(16) of the Regulation.

### **§ 5 Technical requirements**

1. In order to properly use the services provided by the Operator using the functionalities of the Website, through the ICT System, are required:
  1. a telecommunications device enabling the use of the telecommunications network equipped with an active SIM card to receive SMS notifications,



2. an operating system with a graphic environment, e.g. Windows (8 or later), Mac OS, Linux or a telephone with the Android system (6.0 or later) or iOS (12 or later) with Internet access,
  3. a web browser not older than one of the versions indicated under the link: <https://www.walutomat.pl/wymagania-techniczne/> and supporting SSL/TLS encrypted connections, JavaScript applications and cookies or 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. Połączenie z Serwisem odbywa się z wykorzystaniem protokołu SSL/TLS.
2. The connection with the Website uses the SSL/TLS protocol.
  3. To ensure 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 may 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 in the User's Internet browser.
  5. The maximum time of the User's inactivity after logging in to his User Account does not exceed 5 minutes. If this time is exceeded, the Operator interrupts the communication connection session of the User (the session expires), which leads to the automatic logging out of the User's Account.

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

#### **§ 6 Registration**

1. The Agreement is concluded using the functionality of the Website.
2. The Agreement is concluded when the User correctly completes his/her registration on the Website, with the proviso that the Agreement enters into force after the conditions precedent referred to in § 7 section 1 have been fulfilled. The services referred to in § 4 are available to the User only after the Agreement enters into force.
3. The agreement is concluded for an indefinite period, without a minimum duration.
4. To register at the Website, the potential User must:
  1. 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. Establishing an Access Password which must be consistent with the Website requirements,
    3. specifying the User Account status, i.e. defining it as an individual or company account (applies to the registration through a web browser),

2. acceptance of the provisions of the Rules and Regulations, which is done by ticking the appropriate box and then confirming the will to register with the appropriate button,
3. confirming the E-mail Address which is referred to in section 4.1.1 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. had the opportunity to become acquainted with the contents of the Rules and Regulations, including the Table of Fees and Commissions, which constitutes its integral part, before accepting the Rules Regulations and before concluding the Agreement,
  2. prior to the conclusion of the Agreement, he or she received the document referred to in § 53(2) at his or her e-mail address in electronic form and familiarised himself or herself with its contents;
  3. has read the content of the Rules and Regulations, including the Table of Fees and Commissions, which forms an integral part of the Rules and Regulations, agrees to the agreements resulting from them and accepts the content of the Rules and Regulations and its attachments without any reservations,
  4. has consented to the fulfilment by the Operator of the information obligation referred to in section 5.1 above by posting information on the Website.
  5. has read the detailed information concerning the processing of personal data referred to in § 56 section 3, and the personal data required by the Operator for the conclusion of the Agreement and provision of services is provided voluntarily,
  6. has obtained the consents and permits necessary to conclude the Agreement and to use the services provided by the Operator, including submitting instructions within the framework of these services, if the applicable regulations impose such an obligation on the User,
  7. acknowledges that the Operator, in accordance with the accepted rules of service provision, never asks the User for a password, and the User is not obliged to provide the password to the Operator.
6. Upon proper completion of the registration, the User gains access to the User Account on the Website. Until the Agreement comes into force, access to the Account shall be allowed only for the purpose and to the extent allowing the User to perform activities aimed at fulfilling the conditions precedent specified in § 7. The Operator shall confirm the correct completion of the registration and creation of the User Account on the Website by e-mail sent to the Email Address indicated by the User, to which the Agreement is attached, i.e. these Rules and Regulations in the format referred to in § 3 section 3.
7. In the event of failure to confirm the Email Address specified during registration, referred to in section 4.1.1 above, within 30 calendar days from the fulfilment of the condition specified in section 4.3 of this paragraph, registration shall not take place, so the

Operator removes the data of the potential User collected during the procedure, and continuation of registration is not possible. It is then possible to restart the registration process, including using the same Email address as the one used in the registration which did not end correctly.

8. One person may have only one User Account in the Service and therefore conclude one Agreement. The User may not transfer the Account to other persons or make the Account available to other persons. As an exception to the restriction referred to in the first sentence, the Operator allows the User being a natural person to have two separate User Accounts, one as a Consumer and the other as an Entrepreneur - for this purpose the User must conclude separate Agreements, one as a Consumer and the other as an Entrepreneur.
9. In the event of loss of the Access Password or PIN code by the User, the Operator shall enable its change through the Website.
10. The Operator may introduce other requirements concerning the safety level of the Access Password, in particular as regards its length, 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, using available Website functionalities, change the E-mail Address, Access Password or the Telephone Number. These changes may require the authentication code which is referred to in § 8 pkt 2, i.e. Providing the string of characters providing to the User in the SMS message sent to the existing Telephone Number or confirmation using the Mobile Authorization. The change of the Email Address and the change of the Telephone Number each time also require confirmation of the new Email Address or the new Telephone Number.

### **§ 7 Conditions precedent**

1. The use by the User of the services provided by the Operator is possible only after the Agreement comes into force, i.e. if the following conditions precedent are jointly met by the User:
  1. correctly complete the registration of the User in the Service;
  2. the User logs into the Account in accordance with §8 section 1;
  3. supplement the Account details by providing the information required by anti-money laundering regulations;
  4. to provide and confirm the Phone Number on which you can receive SMS messages;
  5. 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;
  6. in the case of a User who is a legal person or an organisational unit without legal personality, indication of data concerning the Real Beneficiary;

7. provide the Operator with documents confirming the data referred to in sections 1.5 and 1.6 above;
  8. execution of a verification transfer, i.e. issuing by the User of an order to execute a transfer from the Bank Account, whose holder is the User, to the Operator's bank account indicated by the Operator. The purpose is to verify the consistency of the data provided by the User during the registration process with the data of the Bank Account holder accompanying the verification transfer. If the Agreement enters into force, the User's Payment Account shall be credited with the amount resulting from the verification transfer. If the Agreement does not enter into force, the Operator shall return the amount resulting from the verification transfer by issuing a transfer order to the same bank account from which it received funds under the verification transfer;
  9. make the declaration referred to in section 2 below, where required;
  10. to provide data and submit documents referred to in section 6 below - if requested by the Operator before the Agreement enters into force;
  11. positive identification and verification of data relating to the User by the Operator.
2. A User who is a person occupying an Exposed Political Position shall be obliged, within the framework of fulfilling the conditions precedent referred to in section 1 above, to provide the Operator with a written statement referred to in the anti-money laundering regulations.
  3. The documents required by the Operator pursuant to sections 1 and 2 above shall be transferred using the "Send document" function available in the "Personal data" tab of the User Account.
  4. 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 in order to update certain data, in particular, the first name and the surname.
  5. If the Operator has doubts as to the authenticity of the data provided by the User, the Operator may request that the data be updated. The Operator may also demand the submission of relevant documents confirming the data provided, including documents confirming the power of the registrant to act on behalf of the User. If such doubts are raised after the Agreement enters into force, the Operator may suspend the provision of the services referred to in § 4 sections 2-9 to the User until the matter is resolved.
  6. In cases required by generally applicable law, including anti-money laundering regulations, the Operator may demand from the User additional data, above the data specified in section 1 above, and additional documents confirming these data or the data specified in section 1. This applies in particular to the PESEL number or date of birth, series and number of the document confirming identity (together with the date of issue and validity of this document), address, country of birth and data concerning the source of origin of property values being at the User's disposal, as well as the purpose of

the service. If such data or documents are requested after the Agreement comes into force, the Operator may suspend the provision of the services referred to in § 4 sections 2-9 to the User until such data and documents are provided.

7. The Operator informs that in order to fulfil its obligation to verify the User, it may require rewriting the authentication (confirmation) code sent to the Telephone Number in the appropriate place.
8. Upon fulfilment of all conditions precedent concerning the Agreement's entry into force and opening of the Payment Account and the possibility to use the services referred to in § 4, the Operator shall immediately notify the User thereof. The notification shall be made by making the possibility of using the services available within the User Account, as well as by sending an e-mail to the e-mail address.
9. If the conditions precedent are not met within 12 months of completion of registration and sending the notification referred to in § 6(6), the Operator shall not make the notification referred to in section 8 above. In such a case, the Operator shall immediately notify the User, by sending an e-mail to the e-mail address, that these conditions have not been met and the Agreement has not entered into force. In such a case, the Operator shall terminate the User Account, and the User interested in concluding the Agreement must again register on the Website and take steps to conclude the Agreement.

### **General provisions for the User Account and Login**

#### **§ 8 Login and authentication**

1. The User logs into the Website by User authentication through:
  1. a web browser which involves:
    1. providing the correct Login,
    2. providing an appropriate authentication code,
    3. using (providing, applying) the correct authentication code, if it is legally required or is necessary for safety reasons.
  2. mobile application, which is what it is:
    1. providing the correct Login if the User is logging in on this device for the first time,
    2. providing the Access Password or a pre-determined PIN code; if the mobile application is installed on a mobile device equipped with a Biometric Feature Reader, subsequent logins may be made using the Biometric Identifier if the User has chosen this authentication method in the User Account settings instead of the PIN code,
    3. using (providing, applying) the correct authentication code, if it is legally required or is necessary for safety reasons.
2. The authentication code referred to in sections 1.1.3 and 1.2.3 above may in particular take the form of a sequence of digits delivered to the User in an SMS message sent by

the Operator to the Telephone Number or the Mobile Authorization process. This code has a specified validity period during which it should be entered (provided) by the User into the box specified by the Website or in which it should be confirmed (applied) using the Mobile Authorization.

3. The possibility of logging in to the Account using the Biometric identifier requires the User:
  1. to have a mobile device with a Biometric feature reader,
  2. to incorporate into the memory of this device its own biometric feature, which will form the basis for the creation of the biometric identifier,
  3. to express consent in the User Account settings for authentication in this manner on the Website,
  4. to grant a mobile application, from the level of the operating system on the basis of which the mobile device works, appropriate access rights to the Biometric Feature Reader.
4. If the login to the User Account has made use of an exception provided for by law and no strong authentication has been used, the User may be restricted access to part of the information contained in the User Account, to part of the bookmarks or to part of the functionality of this User Account. As a result, during the first - within the framework of a given session - attempt to gain access to the full range of information, to move to an inaccessible bookmark or to use an inaccessible functionality, the User may be required to use an authentication code required under a strong authentication.
5. The User's authentication, under which the Operator does not require the use of an authentication code which is referred to in sec. 2 and the User provides only the authentication data indicated in sections 1.1.1 and 1.1.2 or sections 1.2.1 and 1.2.2, shall be treated as meeting the general requirements for authentication. On the other hand, authentication under which, in addition to meeting the general requirements for authentication, the Operator also requires the use of an authentication code, is called strong authentication. The Operator shall use strong authentication when required by law or considered necessary for security reasons. If strong authentication is not required or if there is an exception to the use of strong authentication by law, the Operator may not use strong authentication.
6. Strong authentication, regardless of its use in other situations specified in the Rules and Regulations, will also be required from the User in cases:
  1. submission of Payment Orders, however, with regard to Payment Transactions to Trusted Recipients, strong authentication may not be used:
  2. carrying out with the User's Account activities which may give rise to the risk of committing fraud related to the payment services performed or other abuses, in particular:
    1. adding to the list of trusted devices the web browser used to use the Service or the mobile device on which the mobile application is installed,

2. adding Recipients' Bank Accounts to the list of Trusted Recipients,
3. changes in the data used for user authentication.

### **§ 9 Suspicion of infringement or violation of the law**

1. 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.
2. 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.
3. The Operator shall not be liable for failure to provide services, cases of suspension of payment transactions, blocking of the User's Account, blocking of the Payment Account and freezing of property values, if these activities were performed as part of the performance of obligations arising from the provisions of law, including but not limited to the implementation of provisions of anti-money laundering regulations, or if the performance of these activities resulted from compliance with rulings, decisions, rulings or other acts of authorized bodies, including but not limited to the General Inspector of Financial Information, courts, public prosecutor's offices and court bailiffs.

### **§ 10 Additional verification of submitted instructions**

1. Submission by the User on the Website of certain instructions related to the Agreement, User Account or Payment Account, in particular transfer or withdrawal of funds, change of personal data or change of data concerning Bank Accounts, may require additional approval by means of an authentication code which is referred to in § 8 sec. 2, i.e. a sequence of characters sent by the Operator to the Telephone Number in an SMS message or confirmation using Mobile Authorization.

### **§ 11 Use of the User Account**

1. The User is obliged to store in a safe place and not to make available to third parties both the PIN code, the Access Password, as well as passwords for logging in to his trusted devices and any other data enabling the use of the User's Account and Payment Account or enabling the authorisation of submitted Payment Orders.
2. The User is obliged to use the User Account in accordance with the Rules and Regulations. To this end, the User shall take all necessary measures to prevent the breach of individual security features of access to the User's Account and Payment Account.

3. The user is obliged to report to the Operator immediately:
  1. a statement of loss, theft, misappropriation or unauthorized use of a SIM card (including a phone with a SIM card) with the current Phone Number;
  2. ascertainment of loss, theft, appropriation, unauthorized use of the Payment Instrument or unauthorized access to the Payment Instrument, in particular in the event of loss of control over the data enabling the use of the User's Account and Payment Account.
4. The application referred to in section 3 above may be submitted by the User via e-mail to the following address: kontakt@walutomat.pl - 24 hours a day; or by telephone at +48 (61) 646 05 00 or +48 (61) 200 11 11 - during the working hours of the Customer Service Office indicated on the website of the Website.

### **§ 12 Communication in case of suspected fraud**

1. In case of fraud or suspicion of fraud or other threats to security, the Operator applies a procedure of safe notification of such circumstances to the User.
2. If, after finding a fraud or suspicion of fraud or other security risks, the Operator determines that the User has not lost control over the current Phone Number or current Email Address, the notification referred to in section 1 above shall be made by phone or electronically using this current Phone Number or current Email Address.
3. In case of certainty that the User loses control over the current Phone Number and the current Email Address, or if he has any doubts in this respect, the Operator shall take steps to establish direct contact with the User also in other ways, not excluding sending the correspondence by mail or carrying out additional verification of other communication channels.

## **Opening, maintenance and access to a Payment Account**

### **§ 13 Payment Account**

1. Upon entry into force of the Agreement, the Operator opens a Payment Account for the User.
2. Throughout the term of the Agreement, the Operator shall maintain the Payment Account referred to in section 1 above.
3. The Payment Account allows for storing the User's funds in the currencies specified in Attachment No. 4 and is used to execute the Payment Transactions described in the Rules.
4. The funds deposited in the Payment Account shall not bear interest and shall not constitute a deposit or other repayable funds within the meaning of Article 726 of the Act of 23 April 1964.
5. The Payment Account has a unique identifier consisting of digits assigned to it by the Operator. It is preceded, depending on the context, by WX or WT characters.



6. The User may at any time check, within the functionality of the User Account, the unique identifier of his or her Payment Account.
7. The Operator shall make appropriate entries on the Payment Account concerning the funds stored on that Payment Account and credited to or debited to it, and shall also record the Currency Exchange Orders made within its framework, as well as other instructions provided for in the Terms and Conditions.
8. Under special terms and conditions specified in the additional regulations, the Operator may provide the User with services of opening and maintaining additional Payment Accounts, except for the Payment Account opened in accordance with section 1 above.

#### **§ 14 Access to the Payment Account**

1. The Payment Account can be accessed electronically, through the Website, using a web browser or mobile application.
2. Access to the Payment Account takes place with the use of the User Account on the Website and is possible after correct logging in to it in the manner described in § 8.
3. The User may use the functionalities of the User's Account after logging in to it, in particular, he may manage his Payment Account, including placement of Transfer Orders, the review of his balance, history of crediting and, as a result of executed Payment Transactions, debits to the Payment Account, as well as submit Currency Exchange Orders.

#### **§ 15 Restriction of access to a Payment Account**

1. The Operator shall be entitled to temporarily block access to the User's Account or Payment Account, and thus to block the Payment Instrument in case of:
  1. use of the Payment Instrument by the User in a manner inconsistent with the Rules, legal regulations or rules of fair trading;
  2. suspecting that the User's Account or Payment Account is used by unauthorised persons;
  3. to determine the occurrence of unauthorised Payment Transactions or to raise suspicion in this respect;
  4. suspecting that the User in question is an entity organising gambling activities contrary to the Gambling Act;
  5. suspecting that an entity organising gambling games contrary to the Gambling Act has been designated as the Recipient.
2. The Operator shall inform the User, via e-mail or SMS message, Push notification about blocking the access to the User's Account or Payment Account before imposing such blocking, and if this is not possible - immediately after such blocking, unless providing information about the blocking is not justified for security reasons or is prohibited by separate legal regulations.

3. The Operator shall unblock access to the User's Account or Payment Account, and thus to the Payment Instrument, when the grounds for maintaining the blockade cease to exist.

#### **§ 16 Provision of the PIS service**

1. The operator may deny the service provider access to account information or the service provider initiating the payment transaction access to the payment account for objectively justified and duly documented reasons related to unauthorised or illegal access to the payment account by such provider, including the unauthorised initiation of the payment transaction.
2. In the case referred to in section 1, the Operator shall inform the User about the refusal of access to the Payment Account and its reasons by sending a message to the current Email address. Such information, if possible, shall be provided to the User before the refusal of access, and at the latest immediately after such refusal, however, not later than on the Business Day following the day of such refusal, unless its provision would not be advisable for objectively justified security reasons or is contrary to separate regulations.

### **Crediting of a payment account**

#### **§ 17 General provisions concerning crediting the Payment Account**

1. A Payment Account may be credited with a certain amount of cash as a result of:
  1. transferring funds as part of a transfer order from the User's Bank Account to the Operator's Bank Account to credit the Payment Account;
  2. the execution of the transfer of funds under the Topping-up Service;
  3. the performance of the Operator's obligations provided for in the Rules and Regulations or in the Act on Payment Services.
2. In the case referred to in section 1.1, the Operator shall act towards the User whose Payment Account is to be credited as a result of money transfer as the recipient's supplier. In the case referred to in section 1.2, the Operator shall act as the Receiver's Topping-up Acceptor and the Topping-Up Agent shall act as the recipient's supplier.
3. In the case referred to in section 1.1, where the Operator acts with respect to the User who is the recipient as the recipient's supplier, the Operator shall provide the User with information to the current Email address immediately after the execution of the payment transaction and crediting the Payment Account as a result of that transaction:
  1. enabling the user to identify that payment transaction and, where applicable, the payer's details, as well as any other information provided to the payee in connection with the execution of the payment transaction;

2. about the amount of the payment transaction, expressed in the currency in which the User's Payment Account is credited;
  3. the amount of any charges payable for the execution of the payment transaction, including a specification of those charges, if any;
  4. with the exchange rate applied by the Operator to the payment transaction if the payment transaction involved a currency conversion;
  5. the currency date used to credit the Payment Account.
4. The User may require that the information referred to in section 3 above be provided to him/her free of charge or made available periodically, at least once a month. The Operator shall make this data available in the form of an excerpt located on a durable medium, including in the form of a file available to be generated and downloaded from the Website or, at the express request of the User, in a paper form, i.e. in a manner enabling the User to store and reproduce this information in an unchanged form.

#### **§ 18 Payment Account crediting by bank transfer**

1. Crediting the Payment Account using the method referred to in § 17. Sec. 1.1 shall be carried out in the following manner:
  1. The User submits a payment order to the provider maintaining a Bank Account for him/her concerning the execution of a transfer order to the Operator's Bank Account, indicating in the transfer order the Operator's Bank Account number as the account number of the transfer recipient and providing in the title of the transfer order the unique identifier of his/her Payment Account;
  2. the provider maintaining the Bank Account referred to in section 1.1 above is in principle obliged to credit the Operator's payment account with the amount of the payment transaction initiated by the User in the form of a transfer order no later than by the end of the next business day after receiving the order referred to in section 1.1; the terms and conditions of provision of payment services by this provider maintaining the Bank Account may provide for different dates of execution of such order, especially if this Bank Account is maintained by a provider located on the territory of a country (other than the Republic of Poland);
  3. The Operator credits the Payment Account with the amount received from the Operator's Provider with the value date of that Business Day on which the Operator's payment account is credited with the amount of the payment transaction referred to in section 1.2 above.
2. A user who does not remember the unique identifier of his or her Payment Account, before initiating the transfer order referred to in section 1.1 above, may determine such data in the manner specified in § 13 section 6.

3. The User may at any time determine and check the number of the Operator's Bank Account needed to submit the instruction referred to in section 1.1, using the appropriate functionality of the User Account.
4. The transfer referred to in section 1, if possible, should be made under the SHA Cost Option or the OUR Cost Option.

### **§ 19 Payment account crediting through an intermediary**

1. Crediting the Payment Account using the method referred to in § 17. Sec. 1.2 shall be carried out in the following manner:
  1. The User, using the appropriate functionality of the User Account, determines the amount, in the relevant currency, which he would like to top up the Payment Account, and then expresses his willingness to use the Topping-up Service to credit the Payment Account with that amount;
  2. after expressing the will to use the Topping-up Service, the User is redirected to the page of the Topping-up Paying Agent, where he/she has the possibility to choose an External Payment Instrument;
  3. then the User is redirected to the party of the payment service provider that issued him/her with the External Payment Instrument selected at the stage referred to in section 1.2, at which the User authorises the payment order concerning the transfer of funds initiated under the Topping-up Service;
  4. upon receipt of funds as a result of execution of the payment order referred to in section 1.3 above, the Topping-Up Paying Agent shall notify the Operator as a Topping-Up Acceptor of the funds received and shall make the funds available to him;
  5. upon receipt of the confirmation referred to in section 1.4 above, the Operator shall credit the Payment Account with the amount, in the relevant currency, which was received in favour of the Operator by the Topping-up Paying Agent.
2. The Operator is not the provider of the Topping-up Service, but within the scope of this service it acts as a Topping-up Merchant, i.e. the recipient of the money transfer.
3. As part of the Topping-up Service, you may use payment methods (and related External Payment Instruments) that are accepted by the Topping-up Paying Agent. In particular, these methods include transfer orders, including pay-by-link, and payment cards, although they may also include other payment methods (e.g. BLIK, Google Pay or Apple Pay). A detailed list of payment methods and payment service providers issuing External Payment Instruments, currently accepted by the Topping-up Paying Agent, may be checked by the User on the Website or, during the initiation of the Topping-up payment order, on the website referred to in section 1.2.
4. The Topping-up Paying Agent may charge fees for the use of certain payment methods according to its own price list. Information on the amount of such a fee should be provided to the User at the moment of submitting a payment order within the interface

of a Topping-up Paying Agent. The Operator is not a beneficiary of this fee, which is due exclusively to the Topping-up Paying Agent.

5. If the Operator, as a Topping-up Acceptor, requests a fee for the use of a given External Payment Instrument or offers a discount in connection with its use, it shall be obliged to inform the User about it before initiating the Topping-up Service.

### **§ 20 Change in the balance of the Payment Account as a result of foreign exchange**

1. In addition to the situations referred to in § 17 sections 1.1-1.3, the balance of the Payment Account may also change as a result of execution of a Currency Exchange Transaction. The change shall take place immediately after the total or partial execution of the said Transaction. The terms and conditions related to the Currency Exchange are described in the part concerning the Currency Exchange Transaction.

### **§ 21 Refusal to fund a Payment Account and topping-up limits**

1. The Operator reserves the right not to accept, for important reasons, the payment of funds to be made as a result of the transfer of funds referred to in § 17 section 1. This shall occur in particular when the procedures applied by the Operator in connection with the provision of services indicate a risk that such payment is connected with:
  1. fraudulent transactions,
  2. money laundering,
  3. terrorist financing,
  4. if there is a reasonable doubt as to the ownership of the External Payment Instrument, including the Payment Card, used by the User within the scope of the Topping-up Service, in particular due to previous use of the same Payment Card by another User,
  5. when the User Account data is inconsistent with the bank transfer data.
2. In the situation indicated in section 1 above, the Operator shall return the paid amount in a manner corresponding to the method of making the payment. In case of the payment made as part of the Topping-up Service, the Topping-up Paying Agent may charge the fee referred to in § 19 section 4, regardless of the acceptance or non-acceptance of the payment by the Operator.
3. Notwithstanding section 1 above, in the case of the Topping-up Service, the Topping-up Paying Agent may also refuse to execute a payment transaction for reasons specified and indicated by it. In such a case, the Topping -Up Paying Agent shall immediately refund the amount received in the manner resulting from their documentation.
4. Topping up a Payment Account with a Payment Card has a maximum one-off limit of EUR 2,500 and a maximum monthly limit of EUR 15,000. In the case of deposits in other currencies, the amount shall be converted into EUR at the exchange rate of the National Bank of Poland (NBP), as per Table A, from the day preceding the deposit made under the Topping-up Service. A change of the limits referred to in this section constitutes an amendment to the Rules and Regulations.

5. The provision of section 4 shall also apply to other payment methods accepted by the Paying Agent for Topping-up based on a link to the Payment Card, such as Google Pay or Apple Pay. The limits indicated in section 4 are calculated jointly for all those payment methods referred to in sections 4 and 5.
6. Section 4 shall also apply to the BLIK payment method.
7. The operator may introduce topping-up limits different from those specified by the Topping-Up Paying Agent with respect to the payment methods accepted by it.

#### **§ 22 Amount credited to the Payment Account**

1. The transfer of funds made by the User in order to have the Payment Account credited shall be recorded on the Payment Account in the amount received by the Operator. This shall take place immediately after the Operator's positive identification of the User referred to in § 24 below. The difference in the amount sent and received may result from e.g. charging fees by intermediary banks, for which the Operator is not responsible.

#### **§ 23 Split payment**

1. The Operator explains that a User transferring funds under a transfer order, which is to result in crediting the Payment Account, should not use the split payment mechanism referred to in Article 108a et seq. of the Value Added Tax Act of 11 March 2004 (the so-called split payment) when submitting a transfer order to the bank maintaining his or her Bank Account, as it will make it impossible to perform the service of crediting the Payment Account. If the User uses this option, the Operator reserves the right not to accept such payment and refuse to provide the service of crediting the Payment Account.
2. If not accepted, the deposit will be returned to the Bank Account no later than within 14 days, using the split payment option.
3. The Operator does not make it possible to use the split payment mechanism in the case of a Transfer Order from the User's Payment Account.

#### **§ 24 User identification based on transfer**

1. During the first transfer of funds from a given Bank Account, the Operator shall carry out additional identification of the User, as payer, as part of a transfer order from that Bank Account.
2. The identification referred to in section 1 above takes place by verifying the consistency of the User's personal data defined in the User Account with the data of the holder of the Bank Account from which the transfer was made.

3. Positive identification of the User means stating the consistency of the User's data defined in the User Account with the data of the holder of the Bank Account from which the transfer was made.
4. In case of justified doubts as to the compatibility of the data referred to in section 2 above, the Operator may turn to the User for clarification.
5. In case of obvious mistakes, personal data may be corrected by the Operator, of which the User shall be notified in an e-mail sent to the current Email address.
6. Some methods of payment, in particular payment with a Payment Card, are available only to the User who has previously been positively verified by a transfer from the Bank Account. For this reason, the payments referred to in the previous sentence are not available for the Users who have not yet made the payment by bank transfer and have not been positively verified in the manner described above.
7. If the inconsistency of the User's data with the data of the payer, i.e. the holder of the Bank Account, is not explained by the User, the Operator shall return the amount of the received transfer to the Bank Account from which the transfer was made, no later than within 14 days from the date of receipt of the funds on the Operator's Bank Account, subject to sections 9 and 10 below.
8. The amount of the refund referred to in section 7 above shall be reduced by any costs (in accordance with the Table of Fees and Commissions) associated with the refund.
9. Upon the User's request, the Operator shall extend the deadline for returning the amount which is referred to in section 7 below, however, for the time that is not longer for 30 days. This particularly applies to a situation when it is necessary to provide a longer explanation of data inconsistency and details of payment by the User or the User's expectations to consider a complaint at the bank, e.g. Concerning an Erroneous Currency.
10. In a situation in which, apart from inconsistencies of the User's data with the payer's data, the subject of such a transfer indicated that funds were transferred to the account in an Erroneous Currency. The Operator may extend the time specified in section 7 above to 30 days, however no longer than until the User is contacted and explanations and instructions concerning these funds are received from them, other than the instructions which are referred to in section 9. The reason for extending the time is the risk of being charged with additional high fees by the bank for further conversions as a result of refunding this payment made in the Erroneous Currency to the payer.

### **General provisions for Payment Orders**

### **§ 25 Submission of Payment Orders**

1. On the basis of the Payment Orders submitted by the User, the Operator conducts Payment Transactions.
2. Payment Orders may be placed by the User exclusively through the Service with the use of a Payment Instrument, within the functionality of the User's Account, subject to section 4 below.
3. To place a Payment Order, the User:
  1. must be logged into their User Account,
  2. provides the Payment Account with funds necessary to execute the Payment Order, including to cover all necessary costs related to its execution;
  3. indicates or confirms the type of Payment Transaction he wants to order - Transfer Order, PzWT Transfer or cash withdrawal;
  4. provides other data and information necessary for the execution of a given type of Payment Order
4. The user may place a Currency Exchange Order combined with a Payment Order for a Transfer Order. For this purpose, he must provide, in the relevant tab in the User Account, the data of both orders, as a result of which the content will be generated, the provision of which in the title of the bank transfer executed to the Operator's Bank Account, in accordance with § 17 sec. 1.1, will result in the submission of both the currency exchange order and the Transfer Order. In the above situation the condition referred to in section 3.1 above does not apply. The functionality of generating the content of the transfer title referred to above may be limited in relation to the Recipient or the destination country.
5. Furthermore, the Operator may refuse to execute a Payment Order described in Sec. 4 above, if the payment shows that it was the case of a payment in an Erroneous Currency. If the Operator uses this possibility, they undertake to immediately inform the User about it by phone to the Phone Number. In the case of unsuccessful telephone contact, the User will be informed by e-mail.
6. The title of the transfer order generated in accordance with section 4 above may be used repeatedly.
  1. The method of placing orders indicated in section 4 above applies to ordering Currency Exchange Transactions with the use of the mechanism referred to in § 41 section 3 and then executing subsequently Transfer Orders covering all funds obtained as a result of the execution of such Currency Exchange Transactions into Recipients' Bank Accounts, provided that such Recipients were previously defined in the User Account and indicated in the subject of the transfer order by their designation.



2. One transfer order from the User's Bank Account placed by the User to its provider that keeps the Bank Account whose title contains the content generated in accordance with section 4 above, allows for submitting one instruction addressed to the Operator concerning one Currency Exchange Transaction and one Transfer Order.
3. The condition for the execution of the Transfer Order referred to in section 5.1 above is a prior addition of the Recipient indicated in the title of the transfer, understood in accordance with § 17 section 1.1, to the group of Trusted Recipients referred to in § 27 section 6. It is also necessary that this Recipient remains on the list of Trusted Recipients at the moment when the Payment Order including this Transfer Order is deemed to have been submitted in accordance with § 27.5.
4. If the condition referred to in the preceding section is not met, an instruction relating to a Currency Exchange Transaction combined with a Payment Order in the form of a Transfer Order and resulting from the content of the title of such a transfer, understood pursuant to § 17.1.1, shall be executed exclusively within the scope of the Currency Exchange Transaction and with the omission of the scope relating to the Payment Order, as such an instruction shall then not meet the requirements for strong authentication.
7. When submitting a Payment Order, concerning a Transfer Order or PzWT Transfer Order, the User acts as a Payer.
8. In situations where the User acts as the Payer, the Operator acts as the Provider within the meaning of the Payment Services Act.

### **§ 26 Limitations on execution of Payment Orders**

1. The User undertakes to ensure the compliance of the contents of the Payment Order with the provisions of the Rules and Regulations and applicable legal regulations, thus it undertakes:
  1. shall not use the Payment Account to execute Payment Orders that are inconsistent with fair trading rules or are intended to circumvent or violate the law;
  2. will not indicate as a Recipient an entity conducting gambling if an instruction with such indication would constitute the performance by the Operator of a payment service contrary to the Gambling Act; at the same time, the Operator assures that the Seller's Paying Agent, which within the Payment Instrument Acceptance Service will allow the initiation of a PzWT Transfer Order, will not indicate the payment method related to the PzWT Service on the websites of Recipients (Sellers) providing gambling services contrary to the Gambling Act.
2. 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.

### **§ 27 Authorisation of Payment Orders**

1. A Payment Transaction resulting from a Payment Order shall be deemed authorized if the User has consented to its execution in the manner provided for in the Rules and Regulations.
2. Authorisation of the Payment Order submitted by the User in the Service takes place through:
  1. clicking the button confirming the will to submit a Payment Order,
  2. the fulfilment of the authentication requirements for this Authorisation referred to in sections 4-6 below.
3. From the moment of making the Payment Order Authorization referred to in section 2, the User cannot cancel this order.
4. Placing Payment Orders at the Website by the User:
  1. requires general authentication requirements to be met, so:
    1. prior logging in, for which the user may also require strong authentication, as referred to in § 8, during this login,
    2. remaining logged in to the Service while placing this order,
  2. During the Authorisation of a Payment Order, it additionally requires, subject to sections 5 and 6 below, that the conditions for strong authentication be met by using the authentication code under that Authorisation.
5. Authorization of the Payment Order submitted by the User in the manner described in § 25.4 shall be effected by filling in the content of the transfer order ordered to the Operator's Bank Account with the details of the Payment Order and execution of that transfer order, resulting in receipt of funds by the Operator. In case of such a Payment Order, it shall be deemed that the Operator receives this Payment Order and its Authorization on the day of execution of the so ordered Currency Exchange Transaction and crediting the Payment Account with the currency purchased under this Transaction. From the moment the Payment Order is received by the Operator, it cannot be revoked, which means that the User may revoke the accompanying Payment Order until the execution of the Currency Exchange Transaction.
6. The Operator does not need to use strong authentication of the User when authorizing a Payment Order, within the framework of which funds from the User's Payment Account are to be transferred to a Recipient having the status of a Trusted Recipient, previously assigned in the User Account. At the same time, granting and changing the status of a Trusted Recipient shall be subject to strong authentication requirements referred to in § 8. In addition to the general category of trust, which includes all Payment Orders executed to such a Trusted Recipient, the Operator may introduce functionalities allowing to add specific levels of trust, primarily with regard to Payment Orders submitted in the manner described in § 25 section 4.

7. The Operator may not use strong authentication of the User when authorizing the Payment Order, if it intends to allow an exception from the requirement to use such authentication resulting from the law.

### **§ 28 Additional verification of submitted data and submitted Payment Orders**

1. The Operator reserves the right to carry out additional verification of the User's identity, to additionally confirm the submitted Payment Orders and to verify the Recipients' data.

### **§ 29 of submission of the Payment Order**

1. The moment of receipt of the Payment Order by the Operator shall be deemed to be the moment of the Payment Order Authorisation referred to in § 27.
2. The User cannot cancel the Payment Order from the moment of its receipt by the Operator. In case the Payment Transaction is initiated by the Provider providing the service of initiating the payment transaction, the User may not revoke the Payment Order after giving consent to initiate the Payment Transaction to such provider.

### **§ 30 Refusal to execute a Payment Order**

1. The Operator may refuse to execute a Payment Order in particular if:
  1. The Payment Order has not been duly authorized or there are irregularities, including deficiencies which make its execution impossible, in particular if the required information referred to in these Rules and Regulations or any additional Rules and Regulations, including those applicable pursuant to § 35 section 2, has not been provided, or if the information provided in this respect is untrue or fictitious; there is a reasonable suspicion of its untrue or fictitious nature; or does not meet the requirements arising from the provisions of these Rules and Regulations;
  2. there is a justified suspicion that the Payment Order is inconsistent with the provisions of law, fair trading rules or the provisions of the Rules and Regulations, including when it does not meet the requirements specified in the Rules and Regulations;
  3. the obligation to refuse a Payment Order results from the regulations on counteracting money laundering and terrorism financing;
  4. the User is an entity that offers gambling services contrary to the Gambling Act;
  5. an entity offering gambling games contrary to the Gambling Act was indicated as the Recipient;
  6. the Recipient's Bank Account maintained in a country not covered by the provisions of § 35 section 1 or 2.
2. In case of refusal to execute the Payment Order:

1. if the Payment Account has already been debited with the amount of this Payment Order, the Operator shall immediately return the funds subject to the given Payment Transaction, i.e. the amount of this Payment Order and all commissions charged in connection with its execution, to the Payment Account. Thus, it restores the debited Payment Account to the state which would have existed if the Payment Order was not refused;
2. The Operator shall notify the User as soon as possible, but no later than the date on which the Payment Order was to be executed:
  1. about the refusal,
  2. if possible, the reasons for refusal,
  3. If possible, about the procedure for correcting errors which caused the refusal,
3. unless such a notification is unacceptable according to separate regulations.
3. The notification referred to in section 2.2 above shall be sent to the current e-mail address by e-mail.
4. For the purposes of assessing liability for its execution, a refused Payment Order shall be deemed not to have been received in accordance with the Payment Services Act.

### **§ 31 Deadline for reporting improperly executed Payment Transactions**

1. The User shall immediately notify the Operator of detected unauthorized, non-executed or improperly executed Payment Transactions via e-mail addressed to: kontakt@walutomat.pl. If the User fails to provide the notification referred to in the preceding sentence within 13 months from the date of debiting the Payment Account or from the date on which such Payment Transaction was to be executed, the User's claims against the Operator for unauthorised, not executed or improperly executed Payment Transactions shall expire. However, the provision of the second sentence shall not apply if the Operator did not provide the User with the information referred to in § 32.
2. For Users who are not Consumers, the deadline for reporting unauthorized, non-executed or improperly executed Payment Transactions is 14 days from the receipt of the Payment Order by the Operator for such a report to be effective. § 32 Information on Payment Orders.

### **§ 32 Information about Payment Orders**

1. Immediately after receiving the Payment Order, the Operator makes information available to the User at the Website:
  1. which enables identification of the Payment Transaction and information concerning the Recipient;
  2. about the amount of the Payment Transaction expressed in the currency resulting from the Payment Order;
  3. about the amount of any fees resulting directly from the execution of the Payment Transaction;
  4. information about the date the Payment Order was received;
  5. and, at the express individual request of the User, also information about the latest possible date of execution of that individual Payment Transaction.
2. Each time the Operator's supplier sends a transfer to the Recipient's Supplier, the Operator immediately provides information to the current e-mail address:
  1. which enables identification of the Payment Transaction and information concerning the Recipient;
  2. about the amount of the Payment Transaction expressed in the currency in which the Payment Account was debited;
  3. about the amount of any fees resulting directly from the execution of the Payment Transaction;
  4. information about the date the Payment Order was received.
3. The User may require that the information referred to in section 2 above be provided to him/her free of charge or made available periodically, at least once a month. The Operator shall make these data available in the form of an extract in a paper form or on another permanent medium, including in the form of a file available to be generated and downloaded from the Website, i.e. in a way that enables the User to store and play this information in an unchanged form.

## **Transfer Order**

### **§ 33 Types of Transfer Orders**

1. Using the functionality of the User's Account in the Service, the User may submit Payment Orders concerning the execution of the Payment Orders, whose aim is to credit the Recipient's Bank Account with the amount indicated by the User.
2. A Payment Order may be submitted as:
  1. Basic Payment Order,
  2. SEPA Payment Order, also including the expedited transfer option called SEPA Instant,
  3. Internal Payment Order,
  4. Payment Order in a Foreign Currency,

5. another Payment Order, i.e. a Payment Order of a type other than those referred to in sections 2.1 to 2.4 above.

### **§ 34 Submission of Payment Orders**

1. In order to submit a Transfer Order concerning the Transfer Order the User:
  1. provides the Recipient's Bank Account number, subject to sections 2 and 3 below;
  2. shall specify the amount of the Payment Order expressed in the currency of the Recipient's Bank Account;
  3. shall provide the required information about the Recipient, i.e. name and surname of a natural person or, if the Recipient is not a natural person, name of the Recipient, subject to sections 2 and 3 below;
  4. make a choice of cost option or type of transfer where more than one such option is available for the target country and the currency indicated, as specified in the TFC, subject to section 3 below.
2. When placing a Payment Order, the User may also choose one of the Recipients and his Bank Account, the data of which he defined previously in the User Account. In case of selecting such a Recipient, referred to in the preceding sentence, the data required under sections 1.1 and 1.3 above shall be automatically indicated as data previously defined for this Recipient. Each Recipient's Bank Account defined in the User Account shall be assigned an identifier unique for that User.
3. Placing a Payment Order in the manner described in § 25 section 4, the User indicates the Recipient and his Bank Account, the data of which he defined previously in the User's Account, by giving an identifier, referred to in section 2 above, in the field of the title of the transfer order, referred to in § 25 section 4, which takes place while filling in the template of the content of this transfer order. When submitting a Payment Order in this way, the User may not choose a cost option other than the SHA Cost Option.
4. If the Operator does not offer the possibility to indicate the type of transfer for the method of submission of Payment Orders selected by the User, the cheapest type of transfer shall be selected if several types of transfers are available in accordance with the Table of Fees and Commissions for a given Transfer Order.

### **§ 35 Additional regulations for sending funds to States not applying the IBAN standard**

1. The Operator shall provide Transfer Order services only to Recipients whose Bank Accounts indicated in the Payment Order are maintained by banks having their registered offices in one of the countries listed in Annex 3 to the Rules and Regulations.
2. The Operator may allow, on special terms and conditions, submission of Payment Orders for Transfers to Recipients' Bank Accounts maintained by banks located in a country not listed in Appendix no. 3. Special terms and conditions for submission of such

Payment Orders are governed by individual additional regulations, which after being accepted by the User constitute an integral part of the Agreement. The conditions mentioned in the previous sentence may concern among others:

1. requirements to provide additional information (in relation to the provisions of § 34 section 1);
  2. present the documents necessary to accept and execute such Payment Order;
  3. to determine a moment of receipt of such Payment Order other than that indicated in the Rules and Regulations;
  4. to specify a date of execution of the Payment Transaction resulting from such Payment Order other than specified in the Rules and Regulations.
3. The additional rules and regulations referred to in section 2 above may also contain provisions concerning the amount limits for Payment Transactions executed to the Recipients' Bank Accounts referred to in that section.
  4. In the case of Payment Orders which are to be transferred to Recipients' Bank Accounts which are referred to in sec. 2 above, specification of possibility of providing other information (other than specified in §. 34 sec. 1 ) necessary for correct initiation or execution of Payment Transactions as well as the scope of this additional information, next it will occur each time in individual additional rules and regulations which are referred to in this section. Irrespective of the provisions of the preceding sentence, the Operator shall inform the Users of the above requirements each time during the completion of a specific Payment Order form on the Website.

### **§ 36 Deadline for executing the Transfer Order**

1. When executing a Transfer Order, the Operator is obliged to cause the amount of the Payment Transaction to be credited to the Provider's Bank Account of the Recipient immediately, but not later than:
  1. until the end of the next Business Day following the receipt of the Payment Order from the User - in the event that:
    1. A Payment Transaction shall be executed in euro,
    2. The Payment Transaction is executed in the Polish currency and in its entirety on the territory of the Republic of Poland, i.e. when the Deliverer of the Recipient maintains the Recipient's Bank Account in the Polish currency on the territory of the Republic of Poland;
  2. until the 4th (fourth) Business Day after receiving the Payment Order from the User - in case when a Payment Transaction other than the transactions referred to in section 1.1 above is executed in any currency for which the payment service covered by the Rules and Regulations is provided and is executed on the territory of one or more Member States, i.e. when the registered office of the Recipient's Provider is located in a Member State.

2. Under this provision, the Operator and the User agree that the provisions of sections 53-58 of the Payment Services Act shall not apply to Payment Transactions other than those indicated in sections 1.1 and 1.2 above, i.e. where the registered office of the Recipient's Provider is located in the territory of a country other than a Member State, which means, in particular, that the Operator is not obliged to cause the Bank Account of such Recipient's Provider to be credited in any of the terms indicated in section 1 above.
3. In the case referred to in section 2 above, the Operator shall endeavour to meet the deadline referred to in section 1.2 above. For this purpose, the Operator shall order a transfer to the account of the Recipient's Supplier not later than on the next Business Day after receiving the Payment Order.
4. The execution time of the Transfer Order may be extended if the banks participating in the execution of the transfer stop the transfer in order to clarify what constitutes a situation independent of the Operator. This provision, however, does not apply to the situation referred to in section 5 below.
5. If the User places a Payment Order in the transfer option which is referred to in Section 1.1.1 as regards the Instant Transfer if, after making an attempt by the Operator to fulfil this Payment Order, such a transfer is rejected by the SEPA Instant settlement system so, for technical reasons, independently of the Operator, the Operator shall immediately inform the User about the fact that the Instant Transfer Order was not executed and will not be executed immediately, no later than on the next day, to the Payment Account, the funds connected with this non-executed transfer, i.e. Both the amount of the transfer and the amount of the fee for its execution.

### **“I Pay with Walutomat.pl” service (PzWT service)**

#### **§ 38 General provisions concerning the PzWT Service**

1. The Operator declares that within agreements concluded with the Agent or the Sellers' Paying Agent, it is possible to use the “I Pay with Walutomat.pl” service at Sellers' Websites.
2. The Operator is not a party to the agreement concerning the acceptance of payment instruments by the Seller in his shop. Therefore, the Operator has no influence on whether, by executing the agreement with the Seller's Paying Agent in this respect, the Seller will also express his willingness to accept the Payment Instrument allowing PzWT Payment Orders to be submitted, and thus the possibility to use the PzWT Service within the shop operated by him. Therefore, the PzWT Service from Walutomat.pl is available only in Stores of such Merchants who have agreed to it.
3. The “I Pay with Walutomat.pl” service enables the User to pay for goods or services purchased by the User (acting as a Buyer) in the Store, which is paid using the funds stored on the Payment Account.



4. The PzWT service consists in using the Payment Instrument to submit PzWT Payment Orders for cash transfers to the Sellers operating the Stores, initiated through such Sellers with the participation of Sellers' Paying Agents.
5. When submitting a PzWT Payment Order for a PzWT Payment Transaction, the User pays with his own funds available on the Payment Account.
6. The transfer of the User's (acting as a Buyer) cash to the Seller (acting as a Recipient) as part of the PzWT Service takes place with the participation of the Seller's Paying Agent providing payment services for a given Seller.

### **§ 39 Use of the PzWT Service**

1. The process of using the PzWT Service by the User (acting as a Buyer) is as follows:
  1. The User purchases goods or services in the Shop where the Seller's Paying Agent provides the Payment Instrument Acceptance Service;
  2. The Seller, in cooperation with the Seller's Paying Agent, shall present to the Buyer the payment methods accepted in the Shop, including the method indicating the PzWT Service, marked "I pay with a Walutomat" or other equivalent term. The payment method selection window, depending on the terms and conditions of providing payment services by a given Seller's Paying Agent to a given Seller, may appear on the Store's website or after switching to the Seller's Paying Agent's website;
  3. The User chooses the payment method indicating the PzWT Service;
  4. The Seller's Paying Agent redirects the User to the login page for the User's Account;
  5. The User logs into the User Account on the Website;
  6. The User is presented with an automatically completed summary of the data concerning the PzWT Payment Transaction ordered for the Seller in connection with a purchase made in accordance with section 1.1 above, referred to in § 40.3. Being logged in to the User's Account in order to order a PzWT Payment Transaction, the User may not modify any data concerning that Payment Transaction or move to another part of the Website or User Account, or submit other payment instructions;
  7. in order to confirm the will to execute the PzWT Payment Transaction, referred to in section 1.6 above, and submit the PzWT Payment Order, the User must:
    1. press the button indicating the submission of a PzWT Payment Order, marked "Pay" or other equivalent designation,
    2. duly Authorize the Payment Order which he submitted in accordance with section 1.7.1 above. In particular, this may be done by providing in the appropriate field the authorization code from the authorization device (e.g. SMS code or by confirmation using Mobile Authorization). The authorization code may be sent to the User automatically after the User - redirected in accordance with section 1.4 above - logs into the User's Account or presses the button referred to in section 1.7.1 above;

8. The user is automatically redirected to the confirmation screen, with the possibility of returning to the Store's website, or directly from the Website to the Store's website;
  9. The Operator transfers funds from the Payment Account, in accordance with the content of the PzWT Payment Order, to the Seller's Paying Agent. The Operator is obliged to credit the Seller's Paying Agent's payment account with the amount of the PzWT Payment Transaction immediately, but no later than by the end of the next Business Day following receipt of the PzWT Payment Order. The responsibility for further making these funds available by the Seller's Paying Agent to the Seller lies with that Seller's Paying Agent.
2. If the Buyer is not yet a User at the moment of initiating the PzWT Payment Order, then the Buyer is not a User:
1. If the Buyer chooses the payment method indicating the PzWT Service, they will not be able to use it, because not being a User, he will not be able to properly perform the provisions of section 1.5 above, concerning logging into the Website;
  2. If the Buyer chooses the payment method indicating the PzWT Service, then even if he does not have a Payment Instrument allowing him to submit PzWT Payment Orders, he will be redirected to the Website login page anyway;
  3. When the Buyer chooses the payment method indicating the PzWT Service, he will be able to interrupt the payment process and return to the Store or abandon the payment process, as a result of which the PzWT Payment Transaction will not be executed;
  4. if, after the redirection referred to in section 2.2 above, the Buyer does not take the actions referred to in section 2.3 above, but attempts to register on the Service, at the commencement of the registration procedure, the PzWT Payment Transaction execution process will be terminated negatively, i.e. without the execution of the transaction.

#### **§ 40 PzWT Additional rules for providing the PzWT service**

1. The Operator provides the PzWT Service without any additional charges.
2. Logging in to the User's Account resulting from the use of the PzWT Service, which occurs as a result of a redirection from the Shop, through the Seller's Paying Agent, gives access only to mechanisms related to the continuation of the PzWT Payment Order initiated in connection with purchases in the Shop. Such a login to the User Account does not give access to the remaining functionalities of the User Account available on the Website.
3. A transaction for the benefit of the Seller, initiated in connection with purchases in the Shop, is created on the basis of data provided to the Operator by the Seller's Paying Agent. The summary of data referred to in § 39 section 1.6 shall contain at least the following information:

1. amount of this Transaction, currency of the Transaction, data of the Seller's Paying Agent, transfer title;
2. the information that the balance of the Payment Account kept in a currency different from the currency of the Transaction is not sufficient to fulfil a PzWT Payment Order - if such a situation occurs.
4. If the amount of the balance of the Payment Account maintained in the currency in which the CFP Payment Transaction is to be executed is sufficient, an CFP Payment Order may be submitted.
5. Where the balance of the Payment Account maintained in the currency in which the EGP Payment Transaction is to be executed is insufficient, in the summary referred to in section 3 above, the Operator shall display information indicating insufficient funds. In such a case, it becomes impossible to submit a PzWT Payment Order; however, the User may replenish the balance with the appropriate amount in the relevant currency without interrupting the payment process, provided that logging into the User's Account to replenish the balance takes place in a separate session, and complete the initiated payment process, subject to the situation referred to in section 8 below.
6. In the process of executing a PzWT Payment Transaction concerning payment to the Seller under the PzWT Service, no currency conversions are made in the Service. Therefore, the User must have funds on the Payment Account in the currency in which the PzWT Payment Transaction was initiated in the Store.
7. After logging in to the User's Account in connection with the use of the PzWT Service and going to the page where the summary referred to in section 3 above is displayed, the User should submit a PzWT Payment Order by pressing the button indicating the submission of a PzWT Payment Order, marked "Pay" or other equivalent marking, and making a proper PzWT Payment Order Authorisation during the validity of the session referred to in § 5 section 5.
8. After the period referred to in § 5 section 5, i.e. 5 minutes of inactivity from logging into the User Account, the session expires and it is impossible to continue the process of ordering payments to the Seller. As a result, it is also impossible to submit and authorize a PzWT Payment Order.
9. If the session referred to in section 8 above expires, the User may return to the Store's website.
10. The User may at any time interrupt the session started as a result of logging in to the User's Account in connection with using the PzWT Service by logging out of the User's Account.
11. After logging out of the User Account, the User is redirected to the Store's or Seller's Paying Agent's website.
12. If the User logs out of the User's Account before performing activities confirming the PzWT Payment Order and required to Authorize the Payment Order, it is equivalent to interrupting the payment process for the Vendor. The process of execution of the PzWT

Payment Transaction is then terminated negatively, i.e. without the execution of this transaction, of which the Seller's Paying Agent may be informed.

13. After submitting the PzWT Payment Order and making the Payment Order Authorization, the User cannot revoke this PzWT Payment Order, according to the provisions of § 29.

## **Services including placement and matching of Sales Offers and Purchase Offers**

### **§ 41 General provisions concerning Exchange Orders**

1. The User, acting on the basis of the Agreement, may submit Orders for Currency Exchange, i.e. Purchase Offers or Offers for Sale of currencies specified by the Operator in the Service, i.e. As regards currency pairs specified in Appendix No. 4 to these Rules and Regulations.
2. Currency Exchange Orders can be placed by the User only through the Service, using dedicated functionality, subject to section 3 below.
3. The User, using the functionality of the User's Account, can generate data allowing him/her to later submit an Order of Currency Exchange using the mechanism described in this provision, i.e. without the necessity to remain logged in to the User's Account at the moment of submitting this Order of Currency Exchange. After generating the data indicated in the preceding sentence, the User obtains the content which should be placed in the title of the transfer referred to in § 17, section 1.1, so that this content defines the Order to Exchange Currencies submitted in this way, according to the requirements provided for in § 42, section 1. The content of such a transfer order may be used many times.

### **§ 42 Submission of Currency Exchange Orders**

1. When placing a Currency Exchange Order, the User defines its parameters by indicating:
  1. type of offer, i.e. Sale Offer or Purchase Offer,
  2. the Currency Pair
  3. Amounts of the Currency Exchange Order expressed in the Base Currency or Quoted Currency,
  4. the Exchange Rate for the Currency Exchange Order.
2. The Operator shall accept only such Currency Exchange Order for which the User has full coverage from unblocked funds stored on the Payment Account maintained in the currency which he orders the exchange.
3. The User remains bound by the submitted Order of Currency Exchange until the moment of cancelling this Order of Currency Exchange or executing this Order of Currency Exchange in full.
4. After submitting the Currency Exchange Order, the funds allocated for exchange shall be blocked in the Payment Account and shall remain blocked until it is executed in full or cancelled. The blocked funds may not be used to submit other instructions provided for

in the Rules and Regulations. In particular, they cannot be the subject of withdrawals, Transfers Orders, PzWT Transfers or other Currency Exchange Orders.

5. The Exchange Order Rate is considered to be: (i) the maximum rate - in the case of a Buy Offer; or (ii) the minimum rate - in the case of a Sale Offer.
6. A Currency Exchange Order may be executed only at the Currency Exchange Order Rate or: (i) at a lower rate in the case of a Buy Offer; or (ii) at a higher rate in the case of a Sale Offer.
7. A Currency Exchange Order may be executed in full (as part of one or more Currency Exchange Transactions), partially or remain unrealized.

#### **§ 43 Sequence of matching currency exchange offers**

1. In case when several, i.e. more than one, binding Currency Exchange Orders concerning the same Currency Pair remain active in the Service at the same time, regardless of whether they are orders of the same User or different Users, such Currency Exchange Orders are subject to adjustment and execution in accordance with the priority of the Currency Exchange Order's rate mentioned in section 2 below and then in accordance with the priority of the time of accepting the Currency Exchange Order mentioned in section 3 below.
2. They have priority in fitting and implementation: (i) in the case of Purchase Offers - offers with a higher Exchange Rate; (ii) in the case of Sale Offers - offers with a lower Exchange Rate.
3. In the case of Orders to Exchange Currencies with the same Exchange Rate indicated, the order of execution shall be determined by the time of their submission. Orders placed earlier shall have priority.

#### **§ 44 Execution of Orders to Exchange Currencies and matching offers**

1. Execution of the Currency Exchange Order takes place at the moment of matching the opposite exchange offers submitted by the Users, i.e. Counter Requests being the subject of matching. Only Counter Requests for the same Currency Pair can be matched.
2. Matching of Counter Requests takes place if the Rate of Currency Exchange Order set by the User is higher or equal (in case of submitting a Purchase Offer) or lower or equal (in case of submitting a Sale Offer) than the Rate of Currency Exchange Order set in the Counter Requests.
3. As a result of the matching of Counter Requests, two Currency Exchange Transactions are executed.
4. The Currency Exchange Transactions are executed at the rate of the Counter Request awaiting execution at the moment of submitting the Currency Exchange Order.
5. If the subject of the matching are Counter Request submitted for the same Amount of the Currency Exchange Order, provided that this amount is expressed in the same currency for both of these Orders, both Currency Exchange Orders are executed in full.

6. In cases other than those described in section 5 above, the Currency Exchange Order placed for a lower Amount of the Currency Exchange Order in relation to both Counter Requests, taking into account the Currency Exchange Order Amounts expressed in the same currency, is executed in full. A Currency Exchange Order submitted for a higher Amount of the Currency Exchange Order is executed up to the value of the Currency Exchange Order submitted for a lower Amount of the Currency Exchange Order, and in the remaining part it remains an active Order.
7. The amounts of executed Currency Exchange Transactions are rounded off in favour of the offer, which as a result of matching will not be executed in full. The maximum rounding value is one subunit of the more expensive of the two currencies of the currency pair on which the exchange takes place. The rounding is due to the fact that it is not possible to divide the amounts with more than 2 decimal places.
8. As a result of the rounding mechanism referred to in section 7 above, the Exchange Rate may be higher (in case of a Purchase Offer) or lower (in case of a Sale Offer) than the Currency Exchange Order Rate established in the Currency Exchange Order. Explanations concerning the reasons for rounding the amounts of the Currency Exchange Transactions and examples of the rounding application can be found at the address: <https://www.walutomat.pl/temat-pomocy/jak-walutomat-zaokragla-wymieniane-kwoty/>.
9. The Operator reserves the right to refuse to match Opposing Orders and to execute the Order of Exchange of Currencies submitted by the User, if the Exchange Rate would differ at the moment of matching the offers by more than 2% in relation to the market exchange rate of currencies covered by these offers.

#### **§ 45 Minimum exchange value**

1. The Operator may set a minimum amount of Currency Exchange Transactions. This means that if the right referred to in the preceding sentence is exercised, the Operator shall not accept a Currency Exchange Order placed for an Amount of the Currency Exchange Order lower than the permissible minimum amount of the Currency Exchange Transaction.
2. The provisions of section 1 shall not apply if, as a result of partial execution of the Currency Exchange Order, the value of the unrealized part of the Currency Exchange Order becomes lower than the permissible minimum amount of the Currency Exchange Transaction. In such a case, the Currency Exchange Order in this non-executed part is not subject to cancellation by the Operator.
3. Information on the current minimum amount of Currency Exchange Transactions is available on the Website. Each time when submitting a Currency Exchange Order, the amount of the Currency Exchange Order lower than the acceptable minimum amount of a Currency Exchange Transaction is specified, the Operator shall provide the User with the relevant information.

### **§ 46 Cancellation of Currency Exchange Orders**

1. The Currency Exchange Order may be cancelled by the User through the functionality of the User Account. Cancellation of such an order is possible only in the part in which it has not been executed yet. Cancellation of such an order does not affect its executed part.
2. Cancellation of the Currency Exchange Order is also considered to be the removal of the Currency Exchange Order by the Operator in cases allowed by the Rules and Regulations. A Currency Exchange Order may not be modified by the User.
3. The Currency Exchange Order cannot be modified by the User. The User, who would like to modify such an order, should cancel the previous Order of Currency Exchange and submit a new Order of Currency Exchange.

### **§ 47 Credits and debits on the Payment Account related to currency exchange**

1. Immediately after the execution of a Currency Exchange Transaction which occurred as a result of matching opposite exchange offers, the Operator shall make appropriate entries on the Payment Accounts maintained for the benefit of the Users who submitted such offers in the following manner:
  1. in the case of a User who has submitted a Sales Offer, the Operator shall debit his Payment Account with the amount of the executed Currency Exchange Transaction in the scope of the currency sold by that User. Next, the Operator debits his Payment Account with the amount of that Currency Exchange Transaction in the opposite currency, determining that amount on the basis of the rate resulting from matching Counter Requests.
  2. in the case of a User who has submitted a Purchase Offer, the Operator shall credit his Payment Account with the amount of the executed Currency Exchange Transaction within the scope of the currency purchased by that User. Next, the Operator debits his Payment Account with the amount of that Currency Exchange Transaction in the opposite currency, determining that amount on the basis of the rate resulting from matching Counter Requests.
2. By placing an Order for Currency Exchange, the User agrees at the same time to make on his Payment Account entries concerning credits and charges, referred to in section 1 above, resulting from the execution of the Currency Exchange Transaction. This also applies to charging a commission on the executed Currency Exchange Transaction in accordance with the Table of Fees and Commissions, attached as Appendix 1.
3. The consent referred to in section 2 above may be revoked only by cancelling a non-executed Currency Exchange Order.
4. The moment of expressing consent referred to in section 2 is the moment of submitting the related Currency Exchange Order.
5. The Operator shall inform the Users about the matching of Counterparty Orders and the execution of the Currency Exchange Transactions, as well as about the execution of the

recognitions and charges referred to in section 1 above, by means of an appropriate entry in the history of the Payment Account, which is available after logging into the User's Account. In addition, the Operator shall send this information to the User for whom the Currency Exchange Transaction is executed, in the form of an electronic message to the current Email address.

### **Cash withdrawal service referred to in § 2 section 16 of the Regulation**

#### **§ 48 Payment at a Partner Facility**

1. The User may submit Payment Orders concerning Payment Transactions consisting in withdrawal of funds from the Payment Account in cash. Cash withdrawal from the Payment Account is possible only at Partner Facilities indicated on the website: <https://www.walutomat.pl/wyplata-gotowki/#lista-oddzialow>. The Operator does not provide the cash withdrawal service at its registered office.
2. Collection of cash paid under the service referred to in section 1 above is possible at the earliest on the first Business Day following the date of submitting the relevant Payment Order. In case of orders submitted after 2:30 p.m., this time is extended by 1 Business Day. Within the framework of submitting such Payment Order, the User may specify a later cash withdrawal date, although not longer than 10 Business Days, counting from the date of submitting such Payment Order.
3. The conditions for cash withdrawal at the Partner's outlet are the following:
  1. prior correct submission of a Payment Order for a Payment Transaction involving a cash withdrawal;
  2. the User shall report to the selected Partner Facility within the specified time period referred to in section 2 above;
  3. correct, unquestionable identification of the User and verification of the User's identity by the Partner Facility.
4. Upon receipt of the Payment Order for cash withdrawal by the Operator, the Operator debits the Payment Account with the amount of the withdrawal and makes the funds available to the Partner's outlet in order to enable the User to collect them.
5. Only the entire amount covered by the Payment Order referred to in section 3.1 above may be subject to cash withdrawal. The Operator shall not allow the collection of funds covered by one Payment Orders in tranches.
6. A single Payment Order for a cash withdrawal may cover an amount between EUR 50 and EUR 2,000, which is also a multiple of EUR 50.



7. Subject to section 8 below, the User is bound by the submitted Payment Order concerning cash withdrawal from the moment when the Operator received this Payment Order.
8. In case the User does not collect the cash within the specified time period, the Payment Order concerning cash withdrawal is automatically cancelled. The funds covered by this Payment Order shall then be returned to the Payment Account within two Business Days from the date of automatic cancellation of this Payment Order.
9. The Operator charges a fee for submitting a Payment Order for cash withdrawal in accordance with the Table of Fees and Commissions. In case of automatic cancellation of the Payment Order referred to in section 8 above, the fee charged for submission of this Payment Order shall not be refunded.
10. The Operator reserves the right to temporarily switch off the cash withdrawal service in the case of failure to provide an appropriate service by Partner Facilities or for the sake of the safety of Users.
11. Detailed technical information concerning the method of cash withdrawal service is available on the website of the Service: <https://www.walutomat.pl/wyplata-gotowki/>.

#### **§ 49 Refusal of cash withdrawal**

1. The operator will not carry out a cash withdrawal order in case:
  1. there are no unblocked funds on the Payment Account in the amount and currency concerned by the withdrawal instruction,
  2. when necessary in connection with the performance of the Operator's obligations under anti-money laundering regulations or other applicable law,
  3. lack of an appropriate Payment Order Authorisation in relation to the Payment Order for cash withdrawal,
  4. in other cases indicated in the Rules and Regulations, where the Operator is entitled not to execute the Payment Order.

#### **Rozporządzenia SMS notification services referred to in § 2 section 7 of the Regulation**

##### **§ 50 SMS notifications**

1. In cases specified in the Rules and Regulations, the Operator sends SMS messages to the User to the current Telephone Number.
2. Sending SMS messages in the cases referred to in section 1 constitutes the SMS notification service referred to in § 2 section 7 of the Regulation.
3. The operator does not charge for sending SMS notifications.
4. In connection with the receipt of SMS notification, the User may incur costs at the tariff of the telecommunications operator whose services he uses in connection with the use of the Telephone Number.

## **The Service of preparing statements of payment transactions referred to in § 2 sec. 9 of the Regulation**

### **§ 51 Statement of Payment Transactions**

1. In cases specified in the Rules and Regulations, the User may use the service of preparing statements of Payment Transactions, i.e. initiate the preparation of statements of Payment Transactions executed within the Payment Account in a given period, which are made available to the User in paper or electronic form.
2. The service of preparing statements of Payment Transactions referred to in section 1 above is a representative service referred to in § 2 section 9 of the Regulation.
3. In the case referred to in § 32 section 3, the preparation of the statement described therein is free of charge.

## **The service of issuing certificates of the Payment Account referred to in § 2 section 15 of the Regulation**

### **§ 52 Certificates of the payment account held**

1. In connection with the maintenance of the Payment Account, the User may request the Operator to issue a certificate of the held Payment Account, i.e. a certificate containing information about that Payment Account or services provided to the User in connection with that Payment Account.
2. The certificate referred to in section 1 above shall be issued by the Operator in paper form within 10 Business Days after receiving the application for such a certificate and made available to the User in the manner indicated in the application.

## **Fees and commissions**

### **§ 53 Fees**

1. For the provision of services provided for in the Rules and Regulations, the Operator shall charge fees and commissions specified in the Table of Fees and Commissions included in Appendix 1 to the Rules and Regulations.
2. Irrespective of the provision of the Table of Fees and Commissions, prior to concluding the Agreement, the Operator shall provide the Consumer in electronic form, in due advance, with a document concerning the fees charged for the provision of services related to the maintenance of the Payment Account, which is at the same time Annex 2 to these Rules and Regulations. In addition, the Operator shall make the document referred to in the preceding sentence available in its registered office, on business days and on its website, and at the Consumer's request also in paper or electronic form.

3. The amount of some fees and commissions charged by the Operator is not fixed, but depends on a specific service parameter, especially on the amount of the Currency Exchange Order. Irrespective of the rate of such a fee or commission referred to in the preceding sentence in the Table of Fees and Commissions and the method of calculating their amounts each time, the User is informed by the Operator of the amount of such costs taking into account the parameters of the instruction leading to the calculation of such a fee or commission.
4. If the execution of an instruction by the Operator involves the collection of additional fees by an intermediary bank or the Recipient's bank, the Operator shall not be liable for these fees, and the amount reduced by them shall be credited to the Recipient's Bank Account.
5. The fees and commissions shall be charged by the Operator in the amount specified in the Table of Fees and Commissions immediately after the execution of activities or operations which involve the collection of the fee or commission, without the need to obtain the User's consent each time.
6. Fees and commissions are charged to the balance of the Payment Account. If, for any reasons, the amount of fees and commissions or other charges due to the Operator to the User is higher than the amount of available funds, the Operator refuses to provide the service.
7. The User acknowledges that the execution of foreign currency Transfer Orders through financial institutions may involve fees and commissions used by these institutions.
8. The Operator executes Transfer Orders in the SHA or OUR Cost Option, at the User's choice, for the fee specified in the Table of Fees and Commissions. An exception to the situation described in the preceding sentence is the situation described in § 34 sec. 4. The OUR Cost Option is available only for specific scenarios specified in the TFC.

#### **§ 54 Fee statements to be provided to the consumer once a year**

1. At least once a calendar year, the Operator shall provide the User who is a Consumer, free of charge, with a statement of fees charged in the period covered by the statement for services related to the Payment Account.
2. In the event of termination of the Agreement, the Operator shall provide the Consumer, no later than within 2 weeks from the date of termination of the Agreement, with the fee statement referred to in section 1 above for the period for which such statement has not been prepared previously and which ends on the date of termination of the Agreement.
3. Acceptance of the Rules and Regulations means that the User who is a Consumer has consented to the statements referred to in section 1 above being sent to him/her by generating and making them available on the Website, and the statement referred to in section 2 above being sent to him/her in electronic form to the current Email address. At the Consumer's express request, the Operator shall provide the statements referred to

in the preceding sentence in the paper form, sending them by post to the Consumer's mailing address.

### **§ 55 VAT invoices**

1. The provision of services by the Operator to the User is documented by VAT invoices. The invoice can be downloaded using the appropriate functionality of the User Account.
2. At the request of the User, a VAT invoice in paper form will be sent by post to the User's mailing address.

### **Personal data**

#### **§ 56 Administrator of personal data and information concerning its processing**

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, by means of the Service, of the services described in the Rules and Regulations, processes the personal data of Users. 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.

### **Termination of contractual relations and closure of the Payment Account**

#### **§ 57 Termination of the Agreement**

1. The User may terminate the Agreement at any time without incurring any additional costs. In such a case, the Agreement shall be terminated with immediate effect, i.e. upon receipt of the termination notice by the Operator, subject to section 5 below.
2. Termination of the Agreement by the User shall be made by filling in the form available in the User Account, in writing by sending a notice of termination to the address of the Operator's registered office: Currency One S.A. ul. Szyperska 14, 61-754 Poznań or in electronic form by sending it from the E-mail Address to the Operator's email address:

kontakt@walutomat.pl. The Operator may additionally contact the User in order to confirm the declaration of will referred to in the above sentence.

3. The Operator may terminate the Agreement in writing or on another durable medium, with a 2-month notice period.
4. For important reasons, the Agreement may be terminated by the Operator without notice referred to in section 3 above. Important reasons justifying the termination of the Agreement by the Operator with immediate effect include cases when:
  1. in spite of being called upon, the User:
    1. has not provided the required data;
    2. did not provide the relevant documents to support the data previously submitted;
    3. provided false or incomplete personal data;
    4. did not make the data available when the processing of these data was necessary due to the way the Information and Communication System operates;
  2. The Operator has established that the instructions submitted by the User, in particular Payment Orders or Orders for Currency Exchange, are aimed at causing damage to other Users or third parties;
  3. The User has carried out or is carrying out activities aimed at gaining unauthorized access to the Information and Communication System, in particular by breaking the security features;
  4. cases of destroying, damaging, deleting or changing by the User of the data contained in the Information and Communication System, hindering by the User the access to such data or causing disturbances by the User or taking other actions that prevent automatic processing, collection or transfer of such data;
  5. It was found that the User's actions caused a threat to the security of the Information and Communication System, i.e. they were actions qualified as money laundering within the meaning of the anti-money laundering regulations, or which may raise suspicion of being such actions;
  6. it is not possible to use at least one of financial security measures consistent with regulations on counteracting money laundering;
  7. guidelines or recommendations of state authorities shall require termination of cooperation with the User or discontinuation of services to the User;
  8. it is established or reasonably suspected that you are engaged in activities involving a high risk of money laundering or terrorist financing;
  9. it is established or reasonably suspected that you are using the services for fraudulent purposes or that your use of the services poses a security risk;
  10. The Operator has established that the User is an entity that organizes gambling games contrary to the Gambling Act,

11. an entity offering gambling games contrary to the Gambling Act was indicated as the Recipient,
  12. The Operator has established that the User uses the services provided by the Operator in violation of the Rules and Regulations, legal regulations or rules of fair trade.
5. If at the moment of the termination of the Agreement, the Orders for Currency Exchange placed by the User are not executed in full, the Operator shall cancel these Orders for Currency Exchange within 1 Business Day. Before the expiration of the deadline referred to in the preceding sentence, the Orders to Exchange Currencies not executed in full shall remain binding, with the reservation that the User may cancel these orders in accordance with the provisions of § 46.
  6. Before the termination of the Agreement, the User should ensure that the balance of the Payment Account is zero PLN, by, among other things, submitting an instruction for the Transfer Order to the Recipient's Bank Account or an instruction for cash withdrawal at the Partner Facility.
  7. If, after the termination of the Agreement, there are funds left on the Payment Account, the Operator shall return them to the User immediately, but no later than within 3 Business Days from the termination of the Agreement. The return shall be effected by submitting an instruction to execute a Transfer Order to the Bank Account, which has been verified as belonging to the User in accordance with the provisions of § 24, with the reservation that:
    1. if there are funds on the Payment Account in the currencies in which the User's Bank Accounts defined by him/her in the User Account are maintained, the reimbursement shall be effected by submitting an instruction for Transfers to the User's Bank Accounts maintained in the same currencies in which the funds are kept on the Payment Account. If the User has several Bank Accounts maintained in a given currency, the payment is made to the one defined as the last;
    2. where the User has defined one or more Bank Accounts in the User's Account, but the Payment Account also holds funds in currencies other than those in which those Bank Accounts are maintained, the Operator shall withdraw to those Bank Accounts that part of the funds from the Payment Account which is held in the currency of those Bank Accounts, pursuant to the provisions of section 7.1 above. With respect to funds stored in other currencies, the withdrawal shall be made to the Bank Account at the latest defined in the User Account, while the conversion of such funds into the currency of that Bank Account shall be made using the current exchange rate on the Website.
  8. The Operator may terminate the Agreement without notice, also in cases where the Operator has not given notice:

1. The Operator shall state that the User has not logged into the User's Account for at least 2 years and has not submitted any Payment Order or Currency Exchange Order during this period, nor has he used the Topping-up Service,
  2. after sending any message to the current Email Address, the Operator will receive a return message indicating that this Email Address is inactive or no longer exists, and at least 6 months have passed since the last login of the User to the User's Account or since the last submission of a Payment Order or Currency Exchange Order, or use of the Topping-up Service.
9. Before using the right to terminate the Agreement for the reasons specified in section 8 above, the Operator shall be obliged to notify the User of its intention to do so in the following manner:
1. in the case referred to in section 8.1 above, the Operator shall send information on its intention to terminate the Agreement to the current Email Address; if after sending this information the Operator receives the return message referred to in section 8.2 above, then the Operator shall make the notification in the manner described in section 9.2 below;
  2. in the case referred to in section 8.2 above, as well as in the case referred to in the second sentence of section 9.1 above, the Operator shall attempt to provide information on its intention to terminate the Agreement by sending an SMS message to the current Telephone Number.
10. The Operator shall be entitled to terminate the Agreement for the reasons specified in section 8 after 30 days from the date of sending the message referred to in section 9.1 or section 9.2 above. The Operator loses this right if, before the lapse of the time limit indicated in the preceding sentence, the User logs into the User's Account, submits a Payment Order, Orders for Currency Exchange, or leads to the replenishment of the Payment Account using the Topping-up Service. In the case referred to in section 8.2 above, the User must also change an inactive Email Address to a new Email Address, according to § 6 section 11.
11. If the Agreement has been terminated by the Operator for the reasons referred to in section 4 above, the User cannot re-register on the Website without prior consent of the Operator.
12. In the cases referred to in section 4, the Operator has the right to immediately cease providing services to the User, until the case is clarified, and to notify the relevant state authorities.
13. Upon termination of the Agreement, the Operator shall close the Payment Account, subject to the prior execution of the refund referred to in section 7 above, if the provisions of that section apply.

### **§ 58 Death of the User**

1. The contract concluded by the Consumer shall expire upon his/her death. Funds remaining in the Payment Account, except for funds paid to eligible persons referred to in Article 39a of the Payment Services Act, shall be paid to the User's heirs. The conditions are that the inheritance department has been established, if there is more than one heir, and the presentation of documents required by law to confirm the right of these persons to the inheritance, primarily a court decision to confirm the inheritance acquisition or a notarially registered act of succession certification.
2. An agreement concluded by a natural person who is an entrepreneur does not expire upon the death of that person, but is subject to the regulations of the Act of 5 July 2018 on Succession Management of an Enterprise of a Natural Person.

### **§ 59 Withdrawal from the Agreement**

1. The User who is a Consumer has the right to withdraw from the Agreement without giving any reason within 14 days from the date of its conclusion by submitting an appropriate statement, including using the form referred to in section 5 below.
2. A declaration may be made:
  1. by letter to the address of the Operator's registered office: Currency One S.A., ul. Szyperska 14, 61-754 Poznań;
  2. in electronic form by sending it from the Email Address to the Operator's email address kontakt@walutomat.pl.
  3. using the User Account functionality.
3. In order to meet the deadline referred to in section 1 above, it is sufficient to send a statement before that deadline.
4. If, with the consent of the User who is a Consumer, the provision of services related to the maintenance of the Payment Account before the expiry of the withdrawal period, the Operator may demand payment for the services actually provided.
5. A specimen withdrawal form is attached as Appendix 5 to the Rules and Regulations.

### **Operator's responsibility**

#### **§ 60 Unauthorised Payment Transactions**

1. Subject to § 31 Items 1 and 2, in case of an unauthorized Payment Transaction, the Operator shall immediately, however, no later than by the end of the Business Day following the day of ascertaining the occurrence of such a transaction which was debited to the Payment Account, or after receiving a relevant notification, return the amount of the unauthorized Payment Transaction to the User. An exception is a situation where the Operator has reasonable and duly documented grounds to suspect fraud and informs in writing the authorities appointed to prosecute crimes. Unless the Operator submits such notification to the relevant authorities, the Operator shall restore the debited Payment



Account to the state which would have existed if the unauthorized Payment Transaction had not taken place.

2. The User shall be liable for unauthorised Payment Transactions up to the amount being the equivalent of EUR 50 in the Polish currency, determined using the average exchange rate announced by the National Bank of Poland and in force on the day of execution of such transaction, if the unauthorised Payment Transaction is a result of:
  1. using a Payment Instrument lost or stolen by the User;
  2. misappropriation of the Payment Instrument
3. The provisions of section 2 above shall not apply if:
  1. The User was not able to ascertain the loss, theft or misappropriation of the Payment Instrument prior to the execution of the Payment Transaction, except if the User acted intentionally,
  2. the loss of the Payment Instrument prior to the execution of the Payment Transaction was caused by an act or omission of an employee, agent or branch of the Operator or an entity providing services referred to in Article 6(10) of the Payment Services Act for the Operator.
4. The User shall be liable for unauthorised Payment Transactions in full if he or she has intentionally or grossly negligently breached one or more of the obligations referred to in § 11 Sec. 1, 2 and 3.
5. If the User has not intentionally led to an unauthorised Payment Transaction, he shall not be liable for such a transaction if he has made the notification referred to in § 11 Sec. 3, provided that the Operator has ensured that such notification can be made.
6. If the Operator does not require strong authentication when it should be used, the Payer shall not be liable for unauthorised Payment Transactions, unless it acts intentionally.
7. If the Payment Order is placed directly by the User, the Operator shall be liable towards the User for non-execution or improper execution of the Payment Transaction resulting from this order, excluding the cases when:
  1. the non-execution or improper execution of the Payment Transaction resulted from force majeure or if the non-execution or improper execution of the Payment Order results from other provisions of law, especially in cases referred to in sections 13 and 14 below;
  2. The Operator shall prove that the payment account of the Recipient's Provider was credited in accordance with the provisions of the Payment Services Act and these Rules and Regulations;
  3. The User's claims have expired as a result of the lapse of the time limit referred to in § 31, section 1 or 2 respectively;
  4. The Payment Order was executed in accordance with a unique identifier, which is the number of the Recipient's Bank Account, indicated by the User in the content of this Payment Order, regardless of other information provided by the User.

8. If the Operator, acting as the User's supplier (acting as the Payer), is liable for non-execution or improper execution of the Payment Transaction in accordance with section 7 above, the Operator shall restore the Payment Account to the state which would have existed had the non-execution or improper execution of the Payment Transaction not taken place.
9. In case of non-execution or improper execution of a Payment Transaction, where the Payment Order related to this transaction is not submitted directly by the User (acting as the Payer), but is submitted indirectly, i.e. by such User to the provider providing the service of initiating the payment transaction, which then transfers it to the Operator, the Operator shall reimburse such User, acting as the provider maintaining the Payment Account, the amount of the non-executed or improperly executed Payment Transaction. If necessary, the Operator shall restore the debited Payment Account to the state which would exist if the non-execution or improperly executed Payment Transaction had not taken place.
10. The Operator's liability for non-performance or improper performance of the Payment Transaction also includes fees and interest charged to the User as a result of non-performance or improper, including delayed, performance of the Payment Transaction.
11. If the payment account of the Recipient's Provider has been credited in accordance with the provisions of the Act on Payment Services and the Rules and Regulations, the liability towards the Recipient for non-performance or improper performance of the Payment Transaction shall be borne by the Recipient's Provider.
12. In the case of a non-executed or improperly executed Payment Transaction initiated by the User (acting as the Payer), the Operator (acting as the Payer's provider), at the request of such User, shall immediately take steps to trace the Payment Transaction and notify such User of the result. This is regardless of the liability incurred under section 7 above. These actions are free of charge for the User (acting as the Payer).
13. The operator is not responsible for:
  1. non-executed or withheld Payment Transactions;
  2. the blocking of a payment account;
  3. freezing of assets;if these actions have been taken in order to implement anti-money laundering regulations or to implement the decision of the General Inspector of Financial Information.
14. In cases referred to in the Rules and Regulations, the Operator shall not be liable for refusal to execute the Payment Order or for temporary blocking of access to the User's Account or Payment Account.

### **§ 61 Crediting of the payment account in due time**

1. If the Operator's Bank Account, acting as the recipient's provider, is credited in accordance with Article 54 of the Payment Services Act, the Operator shall be liable to the User, acting as the recipient, for non-execution or improper execution of the payment transaction. The above provision refers to a situation where the provider maintaining a Bank Account for the User has led, no later than by the end of the next Business Day after receiving a payment order concerning a payment transaction ordered by the User, which is to lead to crediting the Payment Account, to credit the Operator's Bank Account with the amount of that transaction.
2. If the Operator, acting as the recipient's supplier, is liable according to section 1 above, it shall immediately credit the Payment Account with the relevant amount. If necessary, the Operator shall restore the debited Payment Account to the state which would exist if the non-execution or improperly executed Payment Transaction had not taken place. With regard to the crediting of the Payment Account, the posting date may not be later than the posting date of the Business Day on which the Operator's account would have been credited with the amount of the payment transaction if the transaction had been executed correctly.

### **§ 62 Operatora Exclusion of Operator's liability**

1. The Operator shall not be liable, except for the situations indicated in the Rules and Regulations, for:
  1. damages resulting from the execution of the Currency Exchange Orders in accordance with their content,
  2. the use of the Topping-up Service by the User if in given circumstances the User, the Topping-up Paying Agent or the payment service provider providing the External Payment Instrument used within the Topping-up Service is responsible,
  3. non-performance or improper performance of obligations within the scope of the Currency Exchange Orders resulting from circumstances for which the Operator is not responsible, in particular caused by the failure of the public telephone communication network, power supply systems or computer equipment or by the User's bank providing incorrect data of the transfer sender,
  4. non-performance or improper performance of the obligation for reasons attributable to third parties for whose actions the Operator is not responsible,
  5. damages resulting from refusal to accept the instruction, including the Payment Order or Currency Exchange Order, in connection with the User's violation of the Rules and Regulations,
  6. potentially lost benefits related to the unavailability of the Service caused by a failure or service work,
  7. acts, omissions and events, in cases where the Operator is not responsible in accordance with the other provisions of the Rules and Regulations.

## Complaints and disputes

### § 63 Complaints and other dispute resolution methods

1. The User may submit reservations concerning services, especially payment services, provided by the Operator or its activities, hereinafter referred to as a complaint, in the following form:
  1. In writing - in person, at the Operator's office or by letter to the following address: Currency One S.A. ul. Szyperska 14, 61-754 Poznań.
  2. orally - by phone at the following numbers +48 (61) 646 05 00 or +48 (61) 200 11 11 or in person to the minutes at the address indicated in section 1.1 above,
  3. in electronic form - by e-mail to kontakt@walutomat.pl or by the electronic contact form available on the website at <https://www.walutomat.pl/kontakt/>.
2. A complaint may be submitted by a proxy. As the response to the complaint may contain information covered by professional secrecy, the signature of the person granting the power of attorney should be appropriately certified, and the power of attorney should include a section authorising the attorney to obtain information protected by professional secrecy on behalf of the principal.
3. The complaint submitted by the User should contain at least:
  1. indication of the reason for the complaint;
  2. identification of entities participating in the transaction, especially in the case of a complaint concerning a Payment Transaction or a Currency Exchange Transaction;
  3. a detailed description of the event;
  4. transaction number;
  5. the amount of the transaction;
  6. title of the transaction,
  7. the recipient's designation (if applicable);
  8. transaction date;
  9. the name of the bank and the number of the account to which the transaction is linked (if applicable).
4. A complaint may also be submitted by a potential User who was refused to provide services. Such a complaint can be also submitted in the form which is referred to in Section 1. Whenever the User is mentioned in Sec. 6-13, 16-18, it also includes a potential User. A complaint concerning a potential User should specify:
  1. full name and in the case of a legal person or organisational unit without legal personality its name, the potential User;
  2. description of the event and justification of the complaint;
  3. the date of the event.
5. A complaint may also include, for communication purposes, the e-mail address of the User or potential User.

6. The Operator shall consider the submitted complaint and respond to it within 15 Business Days from the date of its receipt at the latest. In particularly complicated cases, which make it impossible to consider the complaint and provide a reply within this period, the Operator shall immediately inform the User about the expected date of considering the complaint and providing a reply, together with giving and explaining the reason for the delay, indicating the circumstances which must be established in order to consider the case. The extended deadline for considering a complaint and providing a reply may not be longer than 35 Business Days from the date of receipt of the complaint. In order to meet the above deadlines, it is sufficient to send a reply before their expiry, and in the case of replies given in writing - to send an operator designated within the meaning of Article 3 section 13 of the Act of 23 November 2012 at the post office.
7. - Postal law. The Operator shall respond to the submitted complaint in a paper form, sending it to the User's correspondence address, or - at the User's request - by e-mail to the e-mail address indicated by the User.
8. The response to a complaint should be provided in an easy to understand manner and consider in particular:
  1. information about the complaint submission date;
  2. the outcome of the examination of the complaint;
  3. comprehensive information on the reported problem, indicating the relevant provisions of the Rules and Regulations and the relevant provisions of law, and if possible, their wording, unless the nature of the allegations does not require it, in the case of a complaint submitted by a Consumer;
  4. data identifying the authorised employee representing the Operator, stating his/her full name and position;
  5. specification of the time limit within which the claim raised in the complaint considered in accordance with the complainant's will shall be fulfilled, not longer than 30 days from the date of preparing the reply.
9. Moreover, in the case of refusal to accept the complaint in full or partially, the reply to the complaint should include additionally:
  1. factual and legal justification, unless it is not required due to the nature of the allegations;
  2. instruction about the possibility and method of: using a form of out-of-court dispute resolution; filing a request to have the case considered by the Financial Ombudsman or bringing an action at a common court including the specification of an entity which should be brought to court and the common court having the appropriate jurisdiction to consider the case.
10. 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.

11. The complainant shall be obliged to provide the Operator with explanations and assistance in matters of complaint, if the provision of explanations or assistance is not contradicted by the provisions of applicable law.
12. The Operator will not consider requests that do not contain data allowing for identification of the User.
13. The Operator should not be the addressee of the complaints connected with the incorrect execution of the Recipient's obligation towards the User, in connection with which the User submitted the Payment Order.
14. After exhaustion of the complaint procedure, a dispute between the complainant and the Operator may be concluded by way of out-of-court dispute resolution proceedings between the client and the financial market entity:
  1. conducted by the Financial Ombudsman (<https://rf.gov.pl/>) in accordance with the provisions of the Act of 5 August 2015 on the handling of complaints by financial market entities and the Financial Ombudsman. The proceedings are initiated at the request of the complainant. If the Financial Ombudsman does not refuse to consider the dispute, the participation of the Operator in such proceedings is obligatory;
  2. conducted by the Arbitration Court of the Polish Financial Supervision Authority ([https://www.knf.gov.pl/dla\\_konsumenta/sad\\_polubowny](https://www.knf.gov.pl/dla_konsumenta/sad_polubowny)).
15. The user has the right to lodge a complaint against the Operator with the Polish Financial Supervision Authority. The right to lodge a complaint referred to in the preceding sentence shall also be vested in entities to which the Operator has refused to provide payment services on the basis of the Rules and Regulations.
16. The proceedings referred to in section 13 above may be initiated via the ODR platform, operating in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (the Regulation on consumer ODR), by designating a Financial Ombudsman or an Arbitration Court at

- the Polish Financial Supervision Authority as an ADR entity, i.e. the dispute resolution body. The ODR platform is available at <https://ec.europa.eu/consumers/odr/>.
17. 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).
  18. The User may also file a claim with a common court of law with territorial jurisdiction to hear the case, which in principle is the common court of law with jurisdiction over the registered office of the defendant, i.e. in the case of a claim against the Operator - the District Court Poznań-Stare Miasto in Poznań. In such a case, the subject of the respondent should be the Operator, whose data are contained in § 2, and are each time indicated in the response to the complaint.
  19. 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.

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

#### **§ 64 Proposed changes to the Rules of Procedure, communication thereof and their entry into force**

1. The Operator reserves the right to propose changes to the Agreement, i.e. changes to the content of the Rules and Regulations, in case of:
  1. changes in the scope, form, functionality or operation of the services offered,
  2. introducing services to or withdrawing them from the Operator's offer,
  3. changes in legal regulations which influence the provision of services by the Operator,
  4. issuing guidelines, recommendations, decisions, recommendations or court rulings affecting the provision of services by the Operator or the mutual rights and obligations of the Parties to the Agreement,
  5. the need to improve the safety or accessibility of the services provided,

6. the need to clarify the provisions of these Rules of Procedure,
  7. changes in the provision of services linked to technological progress.
2. The Operator reserves the right to propose amendments to the Agreement within the scope referring to the Table of Fees and Commissions in case of occurrence of at least one of the following circumstances:
    1. changes in the minimum wage or the level of at least one of the indicators published by the Central Statistical Office: inflation, average monthly salary in the enterprise sector,
    2. changes in energy prices, telecommunication connections, postal services, interbank settlements or interest rates set by the National Bank of Poland,
    3. changes in the prices of services or operations which the Operator uses in the performance of particular banking or non-banking activities,
    4. changes in the scope or form of services provided by the Operator, including changes in or addition of functionality related to the handling of a given product, provided that such changes affect the costs incurred by the Operator in connection with the performance of the Agreement,
    5. changes in the legal regulations governing the products or services offered by the Operator or affecting the performance of the Agreement, provided that such changes affect the costs incurred by the Operator in connection with the performance of the Agreement,
    6. changes in tax regulations or accounting principles applied by the Operator, provided that such changes affect the costs incurred by the Operator in connection with the performance of the Agreement,
    7. change or issue court rulings, rulings of administrative bodies, recommendations or recommendations of authorized bodies, including the Polish Financial Supervision Authority, if they affect the performance of the Agreement.
  3. If the Operator decides to propose amendments to the Agreement to the Users, i.e. amendments to the Rules and Regulations or the Table of Fees and Commissions referred to in sections 1 and 2 above, the Users shall be informed by the Operator of the proposed amendments to the Agreement no later than 2 months before the effective date of such amendments. The proposed changes shall be communicated by means of an electronic message sent to the current Email address, as well as a message on the Website.
  4. If, before the effective date of the proposed amendments to the Agreement referred to in sections 1 and 2 above, the User does not object to these amendments, the User shall be deemed to have agreed to them. The User has the right, before the effective date of these changes, to terminate the Agreement, without paying any fees, with effect from the date of informing the User about the changes, but no later than the date on which the changes would have been applied if the User had not terminated the Agreement. In the event that the User raises the objection referred to in the first sentence, but does not



terminate the Agreement, the Agreement shall expire at the end of the day preceding the effective date of the proposed amendments.

5. The changes referred to in sections 1 and 2 above shall come into force within the period indicated by the Operator, which cannot be shorter than 2 months from the date of making the amended Regulations available on the website of the Service and informing about the proposed changes electronically, with the reservation that the Payment Orders and Currency Exchange Orders submitted before the changes come into force shall be executed according to the existing rules.
6. To the extent that the Rules and Regulations and their appendices constitute a model Agreement, i.e. in relation to potential Users, an amendment to the Rules and Regulations or their appendices does not require the procedure referred to in sections 3-5 above. In such a case, the amended version of the Rules and Regulations shall be effective from the moment of its announcement. The amended version of the Rules and Regulations shall become effective after the provisions of the procedure referred to in sections 3-5 above have been completed.
7. If the amendment to the Table of Fees and Commissions concerns fees for services included in the list of representative services, the Operator shall provide the Consumer with whom it has concluded the Agreement with an updated document on fees, referred to in § 53.2

## **Final provisions**

### **§ 65 Transitional provisions**

1. All Bank Accounts that were marked in the User's Panel as so-called "Trusted Accounts" (i.e. the Accounts in respect of which the User was not asked for the SMS code or confirmation using Mobile Authorization when withdrawing to that Bank Account) will be Trusted Accounts under the Rules and Regulations.
2. Entry into force of these Rules and Regulations, constituting an amendment to the previously binding Rules and Regulations of the Walutomat.pl website, with respect to a User who has agreed to it in accordance with the terms and conditions of the previously binding Rules and Regulations, and who has not previously used payment services, shall result in concluding a framework Agreement between the User and the Operator, within the meaning of the Payment Services Act and this Agreement enters into force at the same time unless Sec. 4 applies.
3. For a User who was not a payment service user before the entry into force of the Rules and Regulations, and therefore did not conclude a framework agreement within the meaning of the Payment Services Act, a Payment Account shall be opened in accordance with §13 immediately after the conclusion of this Agreement in accordance with §13.
4. A user who, before these Rules and Regulations come into force, accepted the previously binding regulations of the Walutomat.pl website, but has not yet met all the conditions

for using the services specified in § 7 of the previously binding regulations, in order to be able to use the services specified in these Rules and Regulations, after the conclusion of the Agreement in accordance with Sec. 2, must meet the conditions specified in § 7 section 1 of the Rules and Regulations, with the period referred to in § 7 section 9 of the Rules and Regulations being counted from the date of coming into force of the Rules and Regulations. In such a case, the Agreement concluded the moment these Rules and Regulations come into force within the time limits specified in § 7 pkt 1 a , the Payment Account for this User shall be open within the time limits resulting from § 13.

5. The entry of these Rules and Regulations into force which constitutes a change of the existing rules and regulations of the Walutomat.pl website and the Rules and Regulations for the provision of of payment services, results in replacing the agreements concluded in the existing rules and regulations with the Agreement specified in these Rules and Regulations.

#### **§ 66 Issues not covered by the Agreement**

1. The law applicable to the Agreement concluded between the User and the Operator is Polish law.
2. In matters not regulated by these Rules and Regulations., generally applicable laws shall apply, in particular the Payment Services Act.
3. If the User is not a Consumer, no regulations on the Payment Services Act shall apply to the extent to which their exclusion is acceptable in accordance with the provisions of this Act. In such a cases, to all matters not regulated by the Rules and Regulations, other legal regulations shall apply except for the excluded ones in accordance with this provision and other provisions of the Rules and Regulations.

#### **§ 67 Language of communication**

1. The Website is available in the Polish language.
2. These Rules and Regulations have been drawn up in the Polish language. The Polish language version is the only basis for interpretation of the provisions of the framework agreement.
3. Correspondence, including all notices, information and other messages shall be provided in Polish. At the User's request, the Operator may communicate in English or Russian instead of Polish and provide selected information or documents in these languages. In case of discrepancies between the Polish version and the English or Russian version, the Polish version shall be binding. If any discrepancies occur between the Polish version and the English or Russian version, the Polish version will prevail.

#### **§ 68 Contact**

1. Subject to § 57 Sec, 2, § 59 Sec. 2 oraz § 63 Sec. 1 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 or +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.
2. Subject to § 63 Sec. 7 of the Rules and Regulations, the Operator communicates with the User electronically, by telephone or in writing.

### **§ 69 Making selected information available by the Operator**

1. The Operator, each time at the request of the User, makes it available during the term of the Agreement:
  1. the applicable provisions of the Agreement in paper form or on another durable medium. With the User's consent, this information can be provided by the Operator by e-mail.
  2. Information concerning the Payment Account and performed Payment Transactions in paper form or another durable medium. With the User's consent, this information can be provided by the Operator by e-mail.

### **§ 70 Litigation**

1. All disputes arising from or related to the provision of services by the Operator to Users within the Service shall be settled by the competent local common courts in Poland, subject to § 63 section 17.
2. Disputes between the Operator and Users who are entrepreneurs shall be resolved by the court having territorial jurisdiction over the Operator, subject to section 3.
3. Users who are entrepreneurs and who conclude the Agreement directly in connection with their business activity, which, however, does not have a professional character for them, resulting in particular from the subject of their activity, made available on the basis of the regulations on the Central Register and Information on Business Activity, the provision of section 1 shall apply accordingly.

### Appendices

1. Table of Fees and commissions
2. A summary of fees collected for the provision of services connected with keeping the Payment Account.
3. List of countries
4. Supported currencies
5. Template of contract withdrawal form

**Appendix No. 1**

# Table of Fees and commissions

**Table of contents:**

1. General fees
2. Fees for Walutomat withdrawals
3. Fees for Walutomat withdrawals in CZK, NOK, SEK, DKK

**1. General fees**

<b>No.</b>	<b>Type of activity</b>	<b>Cost for the client</b>
1.	Crediting of a payment account	PLN 0
2.	Commission for currency exchange	0.2% of the exchange amount
3.	Electronic VAT invoice	PLN 0
4.	Paper VAT invoice	PLN 5
5.	Blocking and unblocking access to the Website	PLN 0
6.	Payment account opening	PLN 0
7.	Payment account operation	PLN 0

## 2. Fees for Walutomat withdrawals

No.	Type of activity	Cost for the client
1.	Cash withdrawal in PLN to any bank in Poland	PLN 0 / PLN 1 explanation 1 under the table
2.	Withdrawal to a bank in which Walutomat.pl has an account in the appropriate currency. Lists of banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a> ,	PLN 0 / PLN 1 explanation 1 under the table
3.	Withdrawal in EUR by SEPA transfer (standard, i.e. other than SEPA instant which is referred to in section 6 below) to banks other than those listed in section 2 SEPA transfer - a transfer within the Single Payments Area in EUR executed (as a standard) by the end of the next business day at the latest	PLN 0 / PLN 1 explanation 1 under the table
4.	Withdrawal in EUR (outside the SEPA area), USD, CHF, GBP by ordinary transfer to banks other than those listed in section 2 Refund of funds in PLN to banks other than those listed in section 1 An ordinary transfer is completed within a maximum of three full business days.	PLN 9
5.	Withdrawal in EUR, USD, CHF, GBP by expedited transfer to banks other than those listed in section 2 Withdrawal by expedited transfer in PLN to banks other than those listed in section 1 Instant Transfer in EUR - SEPA INSTANT An expedited transfer is made on the same day, or by the end of the next business day at the latest. An instant transfer is made within 30 minutes.	PLN 20
6.	Withdrawal in EUR, USD, CHF, GBP by expedited transfer in the OUR cost option to banks other than those listed in section 2	PLN 80

	An expedited transfer is made on the same day, or by the end of the next business day at the latest. The OUR cost option means that no additional costs will be charged by the banks. The recipient will receive the exact amount indicated.	
7.	Refund in PLN to any bank in Poland	PLN 0
8.	Withdrawal of funds to a bank in which Walutomat.pl has an account in the appropriate currency. Lists of banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a> , subject to section 10.	PLN 0
9.	Refund of funds in EUR to banks other than those listed in section 8	PLN 0
10.	Refund of funds in USD, CHF, GBP to banks other than those listed in section 8	PLN 9
11.	Cash withdrawal	PLN 2.5
12.	Use of the "I Pay with Walutomat (PzWT)	PLN 0

### 3. Fees for Walutomat withdrawals in CZK, NOK, SEK, DKK

No.	Type of activity	Cost for the client
1.	Withdrawal to a bank in which Walutomat.pl has an account in the appropriate currency. Lists of banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a> ,	PLN 0 / PLN 1 explanation 1 under the table
2.	Withdrawal in CZK, NOK, SEK, DKK by expedited transfer to banks other than those listed in section 1 An expedited transfer is made on the same day, or by the end of the next business day at the latest.	PLN 20
3.	Withdrawal in CZK, NOK, SEK, DKK by expedited transfer in the OUR cost option to banks other than those listed in section 1 An expedited transfer is made on the same day, or by the end of the next business day at the latest. The OUR cost	PLN 80

	option means that no additional costs will be charged by the banks. The recipient will receive the exact amount indicated.	
4.	Withdrawal of funds to a bank in which Walutomat.pl has an account in the appropriate currency. Lists of banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a> , subject to section 10.	PLN 0
5.	Refund of funds in CZK, NOK, SEK, DKK to banks other than those listed in section 4	PLN 20

#### Explanation 1:

The information concerns only withdrawals from Chapter 2 of the above Table of Fees and Commissions, sub-sections 1, 2 and 3 and from Chapter 3 of the Table of Fees and Commissions above, sub-section 1.

The operator introduces a total limit of 5 transfers at the price of 0 PLN per calendar month for transfers from Chapter 2, sub-sections 1, 2 and 3 and Chapter 3, sub-section 1. This limit is increased by 1 transfer after exceeding each full multiple of the sum of 2500 PLN of turnover on the currency exchange in a given calendar month. In case of exchanges without PLN the exchange amount is converted into PLN at the current NBP rate. The unused limit of transfers priced at 0 PLN is not transferred to the next calendar month.

The fee of PLN 0 is charged when the account still has a positive limit of free transfers. After executing a transfer with a fee of PLN 0, the limit of transfers priced at PLN 0 is reduced by 1 transfer.

After the limit is exceeded, the fee charged for each such subsequent transaction in a given calendar month is PLN 1.

## Appendix No. 2

A summary of fees collected for the provision of services connected with keeping the Payment Account

1. **Transfer Order** - payment service consisting in crediting the Recipient's Bank Account, where a Payment Transaction from the User's Payment Account acting as the Payer is executed by the Operator as the operator of the Payment Account on the basis of an instruction provided by the Payer.
2. **PzWT Transfer Order** – a payment service involving the crediting of the Seller's Paying Agent's Bank Account to provide funds to the Seller if the PzWT Payment Transaction from the User's Bank Account acting as the Payer is executed on the basis of the PzWT Payment Order.
3. **Basic Transfer Order** - shall mean all Transfer Orders, excluding Internal Transfer Orders, SEPA Transfer Orders and Foreign Currency Transfer Orders; Basic Transfer Order is the business name for the credit transfer service referred to in § 2 section 2 of the Regulation.
4. **SEPA Transfer Order** - a type of Transfer Order which enables the transfer of funds in Euro from the User's Payment Account to the Recipient's Bank Account if both providers or one of the providers are active in the Single Euro Payments Area (SEPA). The SEPA Transfer Order is a commercial name for the SEPA Transfer Order which is referred to in § 2 Section 2 of the Regulation.
5. **Foreign Currency Transfer Order** - a type of Transfer Order which enables the transfer of funds from the User's Payment Account (as the domestic payment account) to the Recipient's domestic Bank Account with the provider in a currency other than PLN and EUR; Foreign Currency Transfer Order is the business name of the service of transfer order in the current currency referred to in § 2. Section 5 of the Regulation.
6. **Internal Transfer Order** - type of Transfer Order which enables transfer of funds between Payment Accounts kept for Users by the Operator; the Internal Transfer Order is the commercial name of the internal transfer order service referred to in § 2 Section 4 of the Regulation



<b>N o.</b>	<b>Name of service</b>	<b>fee</b>
1.	transfer order	<p><b>PLN 0 or 1*</b> - withdrawal of PLN to Poland</p> <p><b>PLN 0 or 1*</b> - withdrawal to a bank in which Walutomat.pl has an account in PLN</p> <p><b>PLN 0</b> - PZWT Transfer Order</p> <p><b>PLN 9</b> - withdrawal in USD, CHF, GBP by ordinary transfer</p> <p><b>PLN 20</b> - withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by expedited transfer in the SHA cost option</p> <p><b>PLN 80</b> - withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by expedited transfer in the OUR cost option</p> <p><b>PLN 100</b> - withdrawal in USD, CHF, GBP to countries which do not use the IBAN standard</p>
2.	SEPA payment order	<p><b>PLN 0 or 1*</b> - withdrawal in EUR by SEPA transfer</p> <p><b>PLN 0 or 1*</b> - withdrawal to a bank in which Walutomat.pl has an account in EUR</p> <p><b>PLN 9</b> - withdrawal in EUR (outside the SEPA area) by ordinary transfer</p> <p><b>PLN 20</b> - withdrawal in EUR by expedited transfer in the SHA cost option</p> <p><b>PLN 20</b> - withdrawal in EUR by instant transfer</p> <p><b>PLN 80</b> - withdrawal in EUR by expedited transfer in the OUR cost option</p> <p><b>PLN 100</b> - withdrawal in EUR to countries which do not use the IBAN standard</p>
3.	payment order in a foreign currency	<p><b>PLN 0 or 1*</b> - withdrawal to a bank in which Walutomat.pl has an account in USD, CHF, GBP</p> <p><b>PLN 9</b> - withdrawal in USD, CHF, GBP by ordinary transfer to Poland</p> <p><b>PLN 20</b> - withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by expedited transfer in the SHA cost option to Poland</p> <p><b>PLN 80</b> - withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by expedited transfer in the OUR cost option to Poland</p>

4.	cash withdrawal	<b>EUR 2.5</b> - fee collected in EUR,
5.	SMS notifications (package)	PLN 0
6.	payment account operation	PLN 0
7.	drawing up a statement of payment transactions	PLN 0
8.	issuing a statement about a payment account held, package of statements	PLN 0
9.	electronic banking service	PLN 0

\* Details in the Table of Fees and Commissions.

**Appendix No. 3**

List of countries (in which Recipients' bank accounts are kept) to which transfers of funds can be ordered within a Payment Transaction.

Albania

Andorra

Austria

Azerbaijan

Bahrain

Belgium

Bulgaria

Croatia

Cyprus

Montenegro

Czech Republic

Denmark

Estonia

Finland

France

Greece

Georgia

Spain

Netherlands

Ireland

Iceland

Israel

Lichtenstein

Lithuania

Luxembourg

Latvia

Macedonia

Malta

Moldova

Monacco

Germany

Norway

Portugal

Romania

San Marino

Slovakia

Slovenia

Switzerland

Sweden

Hungary

United Kingdom

Italy

**Appendix No. 4**

Supported currencies and currency pairs

PLN

EUR

CHF

USD

GBP

CZK

DKK

NOK

SEK

Available currency pairs

EURPLN

USDPLN

CHFPLN

GBPPLN

EURUSD

EURCHF

EURGBP

GBPUSD

USDCHF

GBPCHF

CZKPLN

DKKPLN

NOKPLN

SEKPLN

EURCZK

EURDKK

EURNOK

EURSEK

**Appendix 5.**

**Agreement Withdrawal Form**

**Form for withdrawing from the  
agreement for the provision of  
payment services**

**To:**

**Currency One S.A.**

**Szyperska 14, 61-754 Poznań**

I \_\_\_\_\_ hereby inform about my withdrawal from the agreement for the provision of payment services at the Walutomat.pl website.

Date of conclusion of the agreement: \_\_\_\_\_

Full name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_