

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

## General provisions and definitions

### § 1 Introduction

1. These rules and regulations (the “**Rules and Regulations**”) define the types, scope and conditions of the provision of services related to the Payment Account by the Operator to the User, using the functionality of the Website. This applies to the payment services, as well as related additional services pertaining to currency exchange.
2. The Rules and Regulations constitute the framework agreement within the meaning of the Payment Services Act, which agreement is to be executed by and between the User and the Operator as specified in § 6 and 7 of the Rules and Regulations.
3. The Operator provides the payment services and related additional services specified in the Rules and Regulations based on an Authorization to provide the 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 the capitalized terms are to be construed 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. 11. The current e-mail address is construed as its latest version confirmed in accordance with the provisions above.
2. **Topping-Up Paying Agent** – the Operator, acting as a recipient of funds to the extent that the Topping-Up Paying Agent renders the Topping-Up Service.
3. **Seller's Paying Agent** – the provider of the payment services rendering the Payment Instrument Acceptance Service to the Seller. The Seller's Paying Agent is not a notion synonymous with the Topping-Up Paying Agent, even if the same provider of the payment services fulfils both roles.
4. **Topping-Up Acceptor** – the Operator acting as the recipient of funds within the scope in which the Topping-Up Paying Agent provides the Topping-Up Service.
5. **Mobile Application** – an application installed on a mobile device, in particular on a mobile phone, which allows using the Website and receiving 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 the provision to the User of assistance 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 on 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** – depending on the service, it means: (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 on which the Mobile Application has been installed and activated and recorded on 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 that they can receive funds that are due to them. The Payment Card can be assigned only to one (1) User Account, namely that of its owner. The Operator does not provide for using 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. supported) 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 performing 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 the services described in the Rules and Regulations.
20. **Buyer** – the 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 Sec. 4. An exception is the first logging in at the Website using a mobile channel in which the Login is not used.
26. **Mobile Authorization** – a functionality of the Mobile Application enabling 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 the fulfillment of the terms 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 as part of 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. Using 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 maintained 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: ul. 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. **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.
38. **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 based on 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 Annex 1 to these Rules and Regulations.
39. **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.
40. **Internal Transfer Order** – a type of Credit Transfer allowing the transfer of funds between Payment Accounts kept for different Users by the Operator; the Internal Transfer Order is the trade name of the internal Transfer Order service referred to in § 2 Sec. 4 of the Regulations.

41. **Push Notification** - a message sent by the Website to the User using the Mobile Application installed on 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 (the "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 an ICT 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. **Contact Box in the Customer Panel** - also referred to as the Contact Box. This is a technological solution similar to an e-mail box maintained by the Operator within the Service. Access to the Contact Box is only possible after prior login to the Website. The Contact Box has limited functionality and only allows communication between the User and the Operator. It is not possible to communicate via the Contact Inbox of the User with other Users or to send communications externally.
51. **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 accepting funds from Buyers in connection with the performance of PzWT Payment Transactions, as 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.
52. **ICT 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 (Polish Journal of Laws of 2017, item 1907 as amended), used by the Operator to provide the services described in the Rules and Regulations.
53. **Table of Fees and Commissions (the "TF&C")** - the table of fees and commissions for the provision of services by the Operator which is included in an Annex to the Rules and Regulations and is their integral part.
54. **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.
55. **PzWT Payment Transaction** - a type of Payment Transaction initiated by the User as the Buyer through the Seller using the User's Payment Instrument.
56. **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 involved in a Currency Exchange Transaction and debiting of the Payment Account of the other party.
57. **Agreement** - an agreement executed by and between the Operator and the User due to the completion of the registration process at the Website, in accordance with the principles described in § 6 and 7 of the Rules and Regulations and also in accordance with the principles specified in the provisions of § 65 Sec. 2-5, concerning the provision to the User of the services which are referred to in § 4.

58. **Payment Instrument Acceptance Service** – a payment service provided by the Seller’s Paying Agent within the meaning of Article 3 Sec. 1 item 5 of the Payment Services Act involving the acceptance of funds by the Seller’s Paying Agent for the Seller in order to perform PzWT Payment Services.
59. **Topping-Up Service** – a payment service which consists in topping-up 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.
60. **“I Pay with Walutomat.pl” (“Płać z Walutomat.pl”) or PzWT Service** – the commercial name of the PzWT Payment Order service.
61. **Gambling Act** – the Act on Gambling of 19 November 2009 (consolidated text, Polish Journal of Laws of 2018, item 165 as amended).
62. **Payment Services Act** – the Act on Gambling of 19 August 2011 (consolidated text, Polish Journal of Laws of 2020, item 794 as amended).
63. **User** – a natural person, eighteen (18) years old or older, who has a full legal capacity; a legal person or an organizational unit without a legal personality which can, of its own accord, acquire rights and incur legal obligations and has a Bank Account from which it can make a transfer specified in § 17 Sec. 1.1, and which has registered at the Website and executed the Agreement with the Operator and has become a Bank Account holder.
64. **Base Currency** – the currency from the Currency Pair whose unit price is expressed in the Quote Currency.
65. **Quote Currency** – the currency from the Currency Pair in which the amount of the Base Currency unit is expressed.
66. **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 Sec. 1 of the Rules and Regulations.
67. **Trusted Account** - whenever a Trusted Account is referred to in communication by and between the Operator and the User, it is construed as a Trusted Recipient with regard to the specified Bank Account.
68. **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.
69. **Payment Order** – the Users' declaration addressed to the Operator through the User's account which contains instructions for the execution of the Payment Transaction.
70. **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.
71. **Counter Order** – the counter order for a Sale Offer is a Purchase Offer while the counter order for a Purchase Offer is a Sale Offer.
72. **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 publicly available on the Website throughout the term of the Rules and Regulations.
2. The Rules and Regulations referred to in Section 1 are made available free of charge in a manner which makes it possible to acquire, reproduce and record their content by means of an ICT system.
3. The Rules and Regulations are sent to the User at their current E-mail Address in such cases as may be specified in the content of the Rules and Regulations, in a format ensuring that they can be stored and that their content can be accessed and reproduced unaltered.

### § 4 Services offered

Pursuant to the Agreement, the Operator provides the following services to the User, on the terms described in detail in the following provisions of the Rules and Regulations:

1. the service of maintaining the Payment Account referred to in § 2 Sec. 8 of the Regulation;
2. the service of accessing the Payment Account through the Website; this is the trade name of the electronic banking service referred to in § 2 Sec. 19 of the Regulation;
3. services related to crediting the Payment Account with the amounts resulting from cash transfers;
4. the Transfer Order services referred to in § 2 Sec. 2-5 of the Regulation, including the PzWT Transfer Order;
5. services including placing and matching Sale and Purchase Offers on the Website, resulting in crediting the balance of the Payment Account in one of the currencies involved 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

## § 5 Technical requirements

1. In order to properly use the services provided by the Operator with the functionalities of the Website via the ICT System, the following are required:
  1. a telecommunications network device equipped with an active SIM card, capable of receiving SMS notifications,
  2. an operating system with a graphic user interface, e.g. Windows (8 or newer), Mac OS, Linux, or an Android (8.0 or newer) or iOS (15 or newer) phone with access to the Internet,
  3. a web browser no older than one of the versions indicated at the link: <https://www.walutomat.pl/wymagania-techniczne/> and which supports encrypted SSL/TLS connections, JavaScript applications and cookies or the Mobile Application Walutomat,
  4. an active and properly configured e-mail account.
  5. an application which enables opening files in PDF format, in order to read documents sent to the User's E-mail Address and made available on the Website.
2. The connection to the website is via SSL/TLS
3. For the Website to function correctly in a browser, it is necessary that the User enable JavaScript and allow cookies to be saved.
4. Disabling JavaScript or cookies may prevent the User from using the Website. The Operator is not liable for damage resulting from the User's failure to activate JavaScript and cookies in the User's web browser.
5. The maximum time of inactivity for the User after logging in to the User Account is five (5) minutes. If this time is exceeded, the Operator interrupts the User's communication connection session (session expires), which causes the User to automatically log out from the User Account.

## Execution of the Agreement and registration at the Website

### § 6 Registration

1. The execution of the Agreement occurs via the functionality of the Website.
2. The Agreement is executed when the User has duly completed registration on the Website, with the stipulation that the Agreement only comes into force once the conditions precedent (as referred to

in § 7 Sec. 1) have been fulfilled. The services referred to in § 4 are only available to the User once the Agreement has come into force.

3. The Agreement is executed for an unspecified period with no minimum duration.
4. To register at the Website, the potential User must:
  1. complete the registration form posted on the Website or Landing Page by:
    1. providing the User's E-mail Address, which will be used as the Login,
    2. setting the Access Password, which must comply with the requirements of the Website,
    3. specifying the status of the User Account, i.e. to defining the account as an individual or company account (applies to registration via a web browser),
  2. acceptance of the Rules and Regulations, which is done by ticking the appropriate box and then confirming the willingness to register with the appropriate button,
  3. confirmation of the E-mail Address referred to in Section 4.1.1 above.
5. The acceptance of the Rules and Regulations by the User is equivalent to the User making the representations that the User:
  1. has had the opportunity to review the Rules and Regulations, including the Tables of Fees and Commissions forming an integral part of the Rules and Regulations, prior to accepting the Rules and Regulations and executing the Agreement,
  2. prior to entering into the Agreement, has received the electronic document referred to in § 53 Sec. 2 at the E-mail Address and is familiar with its content,
  3. has read the Rules and Regulations, including the Table of Fees and Commissions forming an integral part of the Rules and Regulations, agrees to the arrangements resulting from the Rules and Regulations and accepts the Rules and Regulations and their annexes without any reservations,
  4. has consented to the Operator's fulfilling the information obligation referred to in Section 5.1 above by posting the information on the Website,
  5. has read the detailed information on personal data processing referred to in § 56 Sec. 3, and voluntarily specifies the personal data required by the Operator to execute the Agreement and provide the services;
  6. has obtained the consents and permissions necessary for the execution of the Agreement and use of the services provided by the Operator, including the submission of instructions within the framework of these services, if the applicable legal provisions impose such an obligation on the User,
  7. acknowledges that the Operator, in accordance with the established rules for the provision of the services, never asks the User to provide the password, and that the User is not obliged to provide the password to the Operator.
6. Upon the successful completion of the registration process, the User gains access to the User Account on the Website. Until the Agreement comes into force, access to the Account is granted only for the purpose and to the extent enabling the User to perform actions aimed at fulfilling the conditions precedent specified in § 7. The Operator confirms the correct completion of the registration and the creation of the User Account on the Website by sending an e-mail to the E-mail Address indicated by the User, to which the Agreement is attached, i.e. these Rules and Regulations in the format referred to in § 3 Sec. 3.
7. In the event that the E-mail Address referred to in 4.1.1 above is not confirmed during registration within thirty (30) calendar days from the fulfilment of the condition indicated in Section 4.3 of this paragraph, registration fails, and the Operator deletes the data of the potential User collected during the procedure, and the continuation of registration is not possible. It is then possible to

restart the registration process, including using the same E-mail Address used for the registration that did not complete correctly.

8. One (1) person may only have one (1) User Account on the Website and therefore execute one (1) Agreement. The User may not transfer the Account to other persons or make the Account available to third parties. As an exception to the restriction referred to in the first sentence, the Operator allows the User being a natural person to have more than one (1) separate User Account, one (1) as a Consumer and one (1) as an Entrepreneur – for this purpose, the User must execute separate Agreements, one (1) as a Consumer and one (1) as an Entrepreneur.
9. In the event that the User loses the Access Password or PIN Code, the Operator will make it possible to change the Password via the Website.
10. The Operator may impose additional requirements on the security level of the Access Password, in particular its length, complexity and validity period. The Operator may restrict the User from using the Account on the Website until the Access Password has been updated to meet such additional requirements.
11. Once registered on the Website, the User may use the Website functionalities to change the E-mail Address, Access Password or Telephone number. These changes may require the authentication code referred to in § 8 Sec. 2, i.e. the sequence of characters provided to the User in the SMS message sent to the existing Telephone number or confirmation with Mobile Authorization. Changing the E-mail Address or the Telephone number may also require the confirmation of the new E-mail Address or the new Telephone number in each case.

## § 7 Conditions precedent

1. The User may use the services provided by the Operator after the Agreement has come into force, i.e. when the User has fulfilled the following conditions precedent combined:
  1. proper completion of the User's registration on the Website;
  2. the User logs into the Account pursuant to §8 Sec. 1;
  3. completion of the Account data by providing the information required by anti-money laundering regulations;
  4. provision and confirmation of the Telephone number on which the User can receive SMS messages;
  5. as for Users acting through a representative, the representative registering on the Website must provide the source of their Authorization (e.g. statutory Authorization, power of attorney) to act for and on behalf of the User concerned.
  6. if the User is a legal person or organisational unit without legal personality, indication of such data as may be related to the Beneficiary;
  7. provision of documents to confirm the data referred to in Sections 1.5 and 1.6 above to the Operator;
  8. making a verification transfer, i.e. the User's issuing an order to make a transfer from the Bank Account of which the User is the holder 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 details of the Bank Account holder accompanying this verification transfer. If the Agreement comes into force, the User's Payment Account will be credited with the amount resulting from the verification transfer. Should the Agreement not come into force, the Operator will refund the amount resulting from this verification transfer by issuing a Transfer Order to the same Bank Account from which it received the funds under the verification transfer;
  9. submission of the declaration as referred to in Section 2 below, where required;



10. provision of the data and submission of the documents referred to in Section 6 below – if requested by the Operator before the Agreement comes into force;
11. the Operator's positive identification and verification of data related to the User.
2. To fulfil the conditions precedent referred to in Section 1 above, the User who is a Politically Exposed Person is obliged to provide the Operator with the written statement referred to in the AML regulations.
3. The transmission of documents required by the Operator pursuant to Sections 1 and 2 is to be carried out with the "Upload document" function available under the "Personal data" tab in the User Account.
4. The User is fully responsible for the accuracy of all the data provided to the Operator and is obliged to update it each time such data has changed. Updating certain data, in particular the full name, requires the User to contact the Customer Service.
5. If the Operator has doubts as to the authenticity of the data provided by the User, the Operator may request that such data be updated. The Operator may also require the production of relevant documents to confirm the data provided, including documents to confirm the authority of the registrant to act on behalf of the User. If doubts arise after the Agreement has come into force, the Operator may suspend the provision of the services referred to in § 4 Sec. 2-8 to the User until the matter is resolved.
6. In cases required by generally applicable legal provisions, including the anti-money laundering regulations, the Operator may request additional data from the User, aside from the data specified in Section 1 above, and additional documents confirming this data or the data indicated in Section 1. This particularly applies to the PESEL number or date of birth, series and number of the identity document (together with the issue date and validity of the Rules and Regulations), address, country of birth and data on the source of the assets at the disposal of the User, as well as the purpose of providing 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 Sec. 2-8 to the User until the verification resulting from the provision of such data and documents is completed.
7. The Operator would like to inform that, as it is required to verify the User, it may require that the authentication (confirmation) code sent to the Telephone number be rewritten in the proper place.
8. Upon fulfilling all the conditions precedent for the Agreement's entry into force and the opening of the Payment Account and the option to use the services referred to in § 4, the Operator immediately notifies the User thereof. Notification occurs by making the services available as part of the User Account and by sending an e-mail to the E-mail Address.
9. Should the conditions precedent be not fulfilled within twelve (12) months of the completion of the registration and the sending of the notification referred to in § 6 Sec. 6, the Operator does not send the notification referred to in Section 8 above. In this case, the Operator may notify the User by sending an e-mail to the E-mail Address that these conditions have not been fulfilled and the Agreement has not come into force. Under such circumstances, the Operator deletes the User Account and the User interested in executing the Agreement must re-register on the Website and take the steps to execute the Agreement.

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

### **§ 8 Logging in and authentication**

1. The User logs in on the Website by User authentication via:
  1. web browser, which involves:

1. providing the correct Login,
  2. providing the correct Access Password,
  3. using (providing/applying) a proper authentication code, if required under law or for security reasons.
2. Mobile Application, which involves:
  1. providing the correct Login, if the User is logging in on this device for the first time,
  2. providing the Access Password or a predefined PIN Code; if the Mobile Application is installed on a mobile device equipped with a Biometric Feature Reader; subsequently, the User may log in with the Biometric identifier, provided that the User has selected this authentication method in the User Account settings instead of the PIN Code,
  3. using (providing/applying) a proper authentication code, if required under law or for security reasons.
2. The authentication code referred to in Sections 1.1.3 and 1.2.3 may in particular have 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, within which it should be entered (provided) by the User in the designated field indicated by the Website or within which it should be confirmed (applied) by means of Mobile Authorization.
3. The ability to log in to the Account using the Biometric ID requires the User to:
  1. have a mobile device with a Biometric Feature Reader,
  2. enter the biometric trait into the memory of this device, which will form the basis for the creation of the Biometric identifier,
  3. consent in the User Account settings to authentication by this method on the Website,
  4. grant the Mobile Application, from the level of the operating system on which the mobile device in question operates, the appropriate access rights to the Biometric Feature Reader.
4. If a legal exception is made when logging into the User Account and strong authentication is not used, the User may be restricted from accessing a part of the information contained in the User Account, a part of the bookmarks or a part of the functionality of this User Account. As a result, during a specific session, as the User for the first time attempts to access a full range of information, to navigate to an inaccessible tab or to use an inaccessible functionality, they may be required to use the authentication code required within the framework of strong authentication.
5. Where the Operator does not require the authentication code referred to in Section 2 and the User only provides the authentication data indicated in Sections 1.1.1. and 1.1.2. or 1.2.1 and 1.2.2, the User's authentication is considered as compliant with the general authentication requirements. On the other hand, authentication where the Operator requires the authentication code in addition to meeting the general authentication requirements is referred to as strong authentication. The Operator uses it when required by law or deemed necessary for security reasons. If strong authentication is not required, or if legislation provides for an exception to its use, the Operator does not have to use it.
6. Regardless of its use in other situations defined in the Rules and Regulations, strong authentication will also be required of the User in the following cases:
  1. submission of Payment Orders; however, when it comes to Payment Transactions to Trusted Recipients, strong authentication may not be used,
  2. performance by means of the User Account of any activities that may give rise to a risk of fraud in relation to payment services rendered or other fraudulent acts, in particular:
    1. adding to the list of trusted devices the web browser used to access the or the mobile device on which the Mobile Application is installed,
    2. adding Recipient Bank Accounts to the list of Trusted Recipients,

3. changing the User's authentication data.

## § 9 Suspected infringement or violation of legal provisions

1. The User acknowledges that any violation of applicable legal provisions or a reasonable suspicion of such a violation may be disclosed by the Operator to the relevant state authorities, including law enforcement authorities.
2. If the User has violated or is reasonably suspected of having violated legal provisions or the rules of fair dealing while using the Website, the Operator is entitled to:
  - 2.1. discontinue any further provision of the services for and on behalf of the User;
  - 2.2. block the User Account;
  - 2.3. terminate the Agreement with immediate effect.
3. The Operator is not liable for the non-performance of services, instances of withholding Payment Transactions, blocking the User Account, blocking the Payment Account and freezing assets if:
  - 3.1. such activities were performed to fulfil legal obligations, including but not limited to the provisions of anti-money laundering legislation;
  - 3.2. such activities were performed to maintain compliance with rulings, decisions, settlements or other acts of authorized authorities, including but not limited to the General Inspector of Financial Information, courts, prosecutors' offices and enforcement officers.

## § 10 Use of the User Account

1. The User is obliged to keep the following in a safe location and not to make them available to third parties.
  1. PIN Code;
  2. Access Password;
  3. login passwords for trusted devices;
  4. any other data enabling the use of the User's Account and Payment Account or the authentication of submitted Payment Orders.
2. The User is obliged to use the User Account in accordance with these Rules and Regulations. To this end, the User is to take all necessary measures to prevent breaches of individual security measures for access to the User and Payment Accounts.
3. The User is obliged to notify the Operator immediately if the User:
  1. discovers the loss, theft, misappropriation or unauthorized use of their SIM card (including a phone with such a card) with their current Phone Number;
  2. discovers the loss, theft, misappropriation, unauthorized use of the Payment Instrument or unauthorized access to the Payment Instrument, particularly in the case of lost control over the data allowing the use of the User Account and the Payment Account.
4. The User may submit the notification referred to in Section 3 above via e-mail to the following address: kontakt@walutomat.pl; internal Contact Box in the user panel of walutomat.pl, as soon as this functionality is made available to Users, or by telephone at +48 (61) 646 05 00 or +48 (61) 200 11 11 – during the working hours of the Customer Service indicated on the Website.

## § 11 Security of the User Account

1. In the event of suspicion that:
  1. as a result of providing the services, damage has occurred or is likely to occur to the Operator, the User, the person crediting the Payment Account or any other third party;
  2. as a result of providing the services, there has been or may be a breach of the Rules and Regulations or applicable regulations;
  3. the User Account has been created or is operated by an unauthorized third party using data of which the User is not the owner;
  4. third parties have gained unauthorized access to the User Account;
  5. there has been an unauthorized use of the Payment Instrument or an intention leading to an unauthorized Payment Transaction;
  6. the security of the User's Account, Payment Instrument, personal data or pecuniary value has been compromised in any other manner;

the Operator reserves the right:

- a. to temporarily prevent replenishing the Payment Account, including not crediting the Payment Account with funds already received by the Operator;
  - b. to temporarily prevent the execution of Payment Transactions, including the suspension of transactions already ordered;
  - c. to temporarily prevent the use of the User's Account and the services available through it, including the performance of the Currency Exchange Order.
2. In the case of any of the suspicions referred to in Paragraph 1 Items 1-6 above, the Operator may request the User to provide additional information, submit documents or take other actions aimed at clarifying the circumstances giving rise to such suspicions.
3. In case any of the rights referred to in Paragraph 1a-c above are exercised, the Operator is not obliged to notify the User of the action taken and details of the Rules and Regulations, insofar as, in the Operator's opinion, the provision of such information could hinder the clarification of the circumstances giving rise to the exercise of such rights, adversely affect the security of the User's Account or its funds in any manner, or violate the secrecy of potential legal enforcement proceedings.
4. If:
  1. the User refuses to cooperate in clarifying the circumstances giving rise to the exercise by the Operator of any of the rights referred to in Paragraph 1a-c above;
  2. information provided, documents submitted or other actions taken by the User confirm or make reasonable the Operator's suspicions;
  3. information provided, documents submitted or other action taken by the User proves to be insufficient in the Operator's opinion;

the Operator will be allowed to refuse to continue to provide the services for and on behalf of the User and terminate the Agreement with immediate effect.

5. Upon the termination for the reasons giving rise to the Operator's exercise of any of the rights referred to in Paragraph 1a-c above, the Operator will restore the User's ability to use the User Account or other services blocked.
6. The Operator is not liable for the non-performance of services, withholding Payment Transactions, blocking the User's Account, blocking the Payment Account or freezing assets, if such actions were taken in relation to the Operator's exercise of any of the rights referred to in Paragraphs 1a-c above.
7. Irrespective of the temporary prevention of using the User Account or other services pursuant to the Rules and Regulations, the Operator may block the User Account or other services according to such rules as may be provided for by legal provisions.

## § 12 Communication in the case of a suspected fraud

1. In the event that a fraud is committed or suspected, or other security risks arise, the Operator is to follow the procedure for securely notifying the User of such circumstances.
2. If the Operator determines, after discovering or suspecting that a fraud has been committed, or when other security risks exist, that the User has not lost control of the current Telephone number or current E-mail Address, the notification referred to in Section 1 above is made by telephone or electronically using that current Telephone number or E-mail Address.
3. If the User is certain that they have lost control of their current Telephone number and current E-mail address, or if the Operator has any doubts in the matter, the Operator is to take steps to contact the User directly by other means as well, not excluding sending correspondence by snail mail or performing additional verification of other channels of communication.
4. In the event of a suspicion that the User Account has been created or is operated by an unauthorized third party with data of which the User is not the holder, as well as that this third party has access to the User's E-mail Address and Telephone number, the Operator reserves the right not to use the procedure for notifying the User that a fraud has been committed.

## **Opening, maintaining and accessing the Payment Account**

### § 13 Payment Account

1. As soon as the Agreement comes into force, the Operator opens the Payment Account for and on behalf of the User.
2. Throughout the term of the Agreement, the Operator maintains the Payment Account referred to in Section 1 above.
3. The Payment Account enables the User's funds to be held in the currencies set out in Annex 4 and is used to execute Payment Transactions as described in the Rules and Regulations.
4. The funds deposited in the Payment Account do not bear interest or constitute a deposit or other refundable funds within the meaning of Article 726 of the Act of 23 April 1964 – Polish Civil Code.
5. The Payment Account has a unique identifier, which consists of digits assigned to it by the Operator. It may be preceded by the characters WX or WT, depending on the context.
6. Within the functionality of the User Account, the User may check the unique identifier of the Payment Account at any time.
7. The Operator makes appropriate entries in the Payment Account as regards such funds as may be held in that Payment Account and credited to or debited from it. Additionally, the Operator keeps a record of Currency Exchange Orders made as part of it, as well as other instructions provided for in the Rules and Regulations.
8. Under specific conditions specified in the additional rules and regulations, the Operator may provide the User with services for opening and maintaining additional Payment Accounts, aside from the Payment Account opened pursuant to Section 1 above.
9. The transfer of the Payment Account in accordance with the procedure provided for in Article 59ik of the Payment Services Act is not possible for technical reasons.
10. Despite the lack of the option indicated above, the User may not transfer funds to a new Payment Account with another provider, with the costs indicated for the respective types of transfer in the TF&C attached as Annex 1. The User also has the option to close the Payment Account of their own accord without additional charges after having withdrawn the funds.

### § 14 Access to the Payment Account

1. The Payment Account may be accessed electronically, via the Website, a web browser or the Mobile Application.
2. Access to the Payment Account is through the User's Account on the Website and is possible having correctly logged in as described in § 8.
3. The User may use the functionality of the User Account once logged in to the Account. In particular, the User can manage their Payment Account, including:
  - 3.1. submitting Payment Orders;
  - 3.2. submitting Currency Exchange Orders;
  - 3.3. checking its balance, history of credits to and debits from the Payment Account, as a result of executed Payment Transactions.

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

1. The Operator is entitled to temporarily block access to the User's Account or Payment Account, and therefore to block the Payment Instrument if it has been discovered or suspected that:
  1. the User uses the Payment Instrument in a manner that is in breach of the Rules and Regulations, legal provisions or rules of fair trading;
  2. the User Account or the Payment Account is used by unauthorized persons;
  3. unauthorized Payment Transactions have been executed;
  4. the User concerned is a gambling entity in breach of the Gambling Act;
  5. the entity has been designated as a Recipient for gambling games in breach of the Gambling Act.
2. The Operator notifies the User, via e-mail, SMS or Push Notification, of blocking access to the User's Account or Payment Account prior to such blocking and, if not possible, immediately afterwards, unless the communication of the blocking is not justified for security reasons or prohibited under separate legal provisions.
3. The Operator unblocks access to the User Account or Payment Account and therefore to the Payment Instrument when the grounds for maintaining the blocking no longer exist.

### **§ 16 Provision of PSD2 services (AIS and PIS)**

1. The Operator may deny a provider of an Account Information Service (AIS) or a provider of the Payment Transaction Initiation Service (PIS) access to the Payment Account for objectively justified and duly documented reasons related to unauthorized or illegal access to the Payment Account by such a provider, including the unauthorized initiation of the Payment Transaction.
2. In the case referred to in Section 1, the Operator notifies the User of the refusal of access to the Payment Account and the reasons for it by sending a message to the current E-mail Address. Where possible, this information is to be communicated to the User before access is denied, but no later than on the Business Day following such a denial. This information may not be communicated if it is not advisable for objectively justified security reasons or is contrary to separate regulations.

## **Crediting the Payment Account**

### **§ 17 General provisions for replenishing the Payment Account**

1. The Payment Account may be credited with a specific amount of funds due to:

1. transfer of 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. transfer of funds as part of the Topping-Up Service;
  3. performance of an Internal Transfer Order;
  4. fulfilment of the Operator's obligations provided for in the Rules and Regulations or by the Payment Services Act.
2. In the case referred to in Sections 1.1 and 1.3, the Operator acts with respect to the User whose Payment Account is to be credited due to the transfer of funds in the role of the Recipient's Provider. However, in the case referred to in Section 1.2, the Operator acts as the Topping-Up Acceptor and the role of the Recipient's Provider is performed by the Paying Agent.
  3. As for the case referred to in Sections 1.1 and 1.3, where the Operator acts towards the User who is the recipient, as the Recipient's Provider, the Operator provides the User, at the current E-mail Address and immediately after the execution of the Payment Transaction and crediting the Payment Account due to the execution of this transaction, with information:
    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 recipient with regard to the execution of the Payment Transaction;
    2. on the amount of the Payment Transaction, expressed in the currency in which the User's Payment Account is credited;
    3. on the amount of any fees due for the execution of the Payment Transaction, including a breakdown of such charges, if any;
    4. on the exchange rate applied to the Payment Transaction in question by the Operator if the Payment Transaction involved currency conversion;
    5. on the value date used to credit the Payment Account.
  4. The User may request that the information referred to in Section 3 above be provided to them free of charge or made available periodically, at least once a month. The Operator makes this data available in the form of an extract on a durable data storage device, 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 paper form, and therefore in a manner that allows the User to store and reproduce this information unaltered.

## § 18 Replenishing the Payment Account by bank transfer

1. Crediting the Payment Account by the method referred to in § 17 Sec. 1.1 is conducted in the following manner:
  1. the User submits a Payment Order to the provider maintaining the Bank Account for the User for the performance of a Transfer Order to the Operator's Bank Account, indicating in the Transfer Order the number of this Operator's Bank Account as the account number of the recipient of the transfer and specifying in the title of the Transfer Order the unique identifier of their Payment Account;
  2. the provider maintaining the Bank Account referred to in Section 1.1 above is in principle obliged to cause the Operator's payment account to be credited with the amount of the Payment Transaction initiated by the User in the form of a Transfer Order no later than the end of the next business day following the receipt of the order referred to in Section 1.1. the conditions of the payment services provided by that provider maintaining the Bank Account may specify different deadlines for the execution of such an order, in particular if that Bank Account is maintained by a provider located in 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, as referred to in Section 1.2 above.
2. If the User does not remember the unique identifier of their Payment Account before initiating the Transfer Order referred to in Section 1.1 above, then the User may establish this data in the manner specified in § 13 Sec. 6.
3. The User may, at any time, ascertain and check the Operator's Bank Account number required to submit the instruction referred to in Section 1.1 by using the relevant functionality of the User Account.
4. The transfer referred to in Section 1 should, where possible, be made using the SHA Cost Option or the OUR Cost Option.
5. The Operator reserves the right to ask the User to add the Bank Account from which they made the payment to the Website in order, among other things, to verify and facilitate the identification of future payments.
6. As for a payment that does not have a unique identifier of its Payment Account, the transfer is booked on the basis of the conformity of the transfer data with the data provided in the User Account. In the case of joint Bank Accounts, failure to provide the identifier may result in the recognition of this profile, which will have a match with the data provided by the bank.

## § 19 Internal Transfer Order service

1. The Internal Transfer Order service is provided as follows. The User submits a Payment Order to the Operator for the performance of a Transfer Order to the Payment Account of another User, by:
  - a. indicating in the Transfer Order the WX number of that Payment Account as the account number of the recipient of the transfer (subject to Sections 2 and 3 below),
  - b. specifying the currency and the amount of the Payment Order,
  - c. providing the required information about the Recipient, i.e. the name of the natural person or, if the Recipient is not a natural person, the name of the Recipient (subject to Sections 2 and 3 below).
2. When submitting the Payment Order within the Internal Transfer Order service, the User may also select one of the Recipients and their Payment Account, with details previously defined in the User Account. If the Recipient referred to in the preceding sentence is selected, the data previously defined for that Recipient is automatically indicated as the data required pursuant to Section 1 above. Each Payment Account of the Recipient defined in the User Account is assigned an identifier unique to that User.
3. When submitting the Payment Order in the manner described in Section 2, the User indicates the Recipient and their Payment Account, whose details they have previously defined in the User Account, by providing the identifier assigned to the relevant Bank Account, mentioned in Section 2 above, in the proper field, which is done when filling in the template for the content of this Transfer Order.
4. When executing the Internal Transfer Order, the Operator is obliged to cause the Recipient's Payment Account to be credited with the amount of the Payment Transaction immediately, no later than by the end of the next Business Day following receipt of the Payment Order from the User.
5. The Operator makes available to the Recipient the amount of the Payment Transaction executed as a part of the Internal Transfer Order service immediately after its performance.

## § 20 Replenishing the Payment Account through an intermediary



1. Crediting the Payment Account using the method referred to in § 17 Sec. 1.2 is conducted in the following manner:
  1. With the relevant functionality of the User Account, the User specifies the amount in the relevant currency that they would like to top up the Payment Account and then expresses their willingness to use the Topping-Up Service to credit the Payment Account with the said amount;
  2. once the User has expressed their willingness to use the Topping-Up Service, they are redirected to the page of the Topping-Up Paying Agent where they have the option to select the External Payment Instrument;
  3. the User is then redirected to the page of the payment service provider that issued them the External Payment Instrument selected at the stage referred to in Section 1.2, where they authorize the Payment Order for the transfer of funds initiated within the Topping-Up Service;
  4. upon the receipt of the funds as a result of the Payment Order referred to in Section 1.3 above, the Topping-Up Paying Agent notifies the Operator, as the Topping-Up Acceptor, of the receipt of the funds and makes the funds available to the Operator;
  5. upon the receipt of the confirmation referred to in Section 1.4 above, the Operator credits the Payment Account with the amount, in the relevant currency, received by the Topping-Up Paying Agent on behalf of the Operator.
2. The Operator is not the provider of the Topping-Up Service; however, the Operator acts as the Topping-Up Acceptor, i.e. the recipient of the money transfer, within the scope of this service.
3. As part of the Topping-Up Service, the User may use the payment methods (and associated External Payment Instruments) that the Topping-Up Paying Agent accepts. In particular, these methods comprise credit transfers, including pay-by-link, and payment cards; although they may also comprise other payment methods (e.g. BLIK, Google Pay or Apple Pay). A detailed list of the payment methods and payment service providers issuing External Payment Instruments currently accepted by the Topping-Up Paying Agent may be consulted by the User on the Website or, when initiating a Payment Order within the framework of the Topping-Up Service, on the page referred to in Section 1.2.
4. The Topping-Up Paying Agent may charge for the use of specific payment methods according to its own price list. Information on the amount of such a charge should be provided to the User at the time of the submission of the Payment Order within the interface of the Topping-Up Paying Agent. The Operator is not the beneficiary of this fee, as it is due solely to the Topping-Up Paying Agent.
5. If the Operator, as the Topping-Up Acceptor, demands a fee for the use of the External Payment Instrument in question or offers a discount in relation to the use of the Rules and Regulations, then the Operator is obliged to notify the User of the fact before initiating the Topping-Up Service.

### § 21 Crediting the Payment Account via PayPal®

1. This section outlines the specific terms for the payment service which consists in crediting the Payment Account by the Operator with the amount of funds transferred by the User due to the performance of a funds transfer within the framework of the Replenishment Service via PayPal (Europe) S. à r.l. et cie, S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg (PayPal").
2. Within the scope of this section, the Replenishment Service is construed as the payment service provided by PayPal consisting in the transfer within the PayPal payment system of funds from the User, a PayPal payment system user, to the Operator, a PayPal payment system user.
3. The Payment Account Crediting Service via PayPal® (the "Crediting Service") may not be used to perform the verification transfer referred to in § 7.1.8 of the Rules and Regulations.

4. The Crediting Service is only available for the following currencies: PLN, EUR, USD, CHF, GBP. The foregoing means that the Operator accepts payments for crediting the Payment Account made as part of the Replenishment Service only in the aforementioned currencies. If, as part of the Replenishment Service, the User transfers funds to the Operator in another currency, the Operator will not credit the Payment Account with such an amount, but will reimburse such a payment to the User via PayPal payment system within no more than fourteen (14) Business Days of receipt. Any costs associated with the refund will reduce the amount of the refund.
5. The Operator charges the fee specified in this section for the provision of the Crediting Service. The remuneration for the Additional Service does not exclude the Operator's entitlement to charge the fees and commissions specified in the Table of Fees and Commissions attached as Annex 1 to the Rules and Regulations for the provision of the services provided for in the Rules and Regulations. The amount of the fee for the Crediting Service depends on:
  - a. type of currency to be transferred as part of the Replenishment Service in which the Payment Account will be credited, and
  - b. amount of the Declared Payment (within the meaning of Section 10a).
6. The fee is added to the amount of the Declared Payment and is as follows:
  - a. 1.5% of the amount referred to in Section 5b – rate for a payment in EUR, PLN;
  - b. 1.8% of the amount referred to in Section 5b – rate for a payment in USD, CHF, GBP.

This means that the User's account with PayPal will be debited with the amount of the Declared Payment plus the value of the fee referred to above. This provision is a special condition in relation to the Table of Fees and Charges, attached as Annex 1 to the Rules and Regulations. The remuneration for the Crediting Service does not exclude the Operator's entitlement to charge the fees and commissions specified in the Table of Fees and Commissions attached as Annex 1 to the Rules and Regulations for the provision of the services provided for in the Rules and Regulations.

7. In order to use the Crediting Service, the User transfers funds within the PayPal payment system whose amount is equal to the amount of the Declared Payment, plus the fee referred to in Sections 5-6.
8. As part of the Crediting Service, the Operator acts as the User's provider, maintaining the Payment Account, crediting that Payment Account with the amount resulting from the Replenishment Service.
9. As part of the Crediting Service, the Operator acts as the recipient of the funds and PayPal acts as the Recipient's Provider. The Operator is not the provider of the Replenishment Service.
10. Crediting the Payment Account as a result of using the Replenishment Service proceeds as follows:
  - a. Using the relevant functionality of the User Account, the User specifies the amount in the relevant and available currency within the Additional Service that the User would like to replenish (cause to credit) the Payment Account (the "**Declared Payment**") and then expresses the User's willingness to use the Additional Service to credit the Payment Account with this amount; the User's willingness to use the Additional Service is expressed by selecting the PayPal payment system.
  - b. Based on the amount of the Declared Payment, the User is informed of the amount of the charge, as well as the total amount (Declared Payment plus the amount of the charge), subject to a transfer as part of the Replenishment Service.
  - c. The User is then redirected to the PayPal payment system page, where they authorize the Payment Order of the Replenishment Service in accordance with the terms provided for in the agreement by and between them and PayPal. The User's funds for the provision of the Replenishment Service are blocked with PayPal for the duration of the transaction verification referred to in Section 10.d below, but for a maximum of ten (10) working days.

- d. Upon the receipt by the Operator from PayPal of information on the availability of funds referred to in Section 10.c above, the Operator verifies the transaction for compliance with the Rules and Regulations.
  - e. Upon the positive completion of the verification procedure and crediting of the Operator's account in the PayPal payment system with the total amount referred to in Section 10.d., the Operator replenishes the Payment Account with the amount of the Declared Payment, in the respective currency – the credit is made immediately upon the positive completion of the positive verification procedure and crediting the Operator's account in the PayPal payment system. In the event of a negative verification, the blocking of funds referred to in Section 10.c above is removed by PayPal on the terms and within the time limits provided for by PayPal.
11. When providing the Replenishment Service, PayPal may charge payment processing fees according to its own price list. Information on the amount of such a fee should be provided to the User at the time of the submission of the Payment Order within the PayPal interface. The Operator is not the beneficiary of such a fee, as it is due solely to PayPal.
12. Notwithstanding the entitlement provided for in Section 10.e, and other entitlements provided for in the Rules and Regulations, the Operator reserves the right to not accept, for valid reasons, the payment of funds to be made due to the transfer of funds as part of the Replenishment Service to credit the Payment Account. This is the case, in particular, if the procedures used by the Operator in relation to the provision of the services indicate a risk that such a payment is linked to:
  - a. fraudulent transactions,
  - b. money laundering,
  - c. financing of terrorism,
  - d. where there is reasonable doubt as to the ownership of the User's PayPal account.
13. In the situation referred to in Section 12 above, the Operator immediately returns the amount paid in a manner corresponding to the method of making the payment.
14. Regardless of Section 12 above, in the case of the Replenishment Service, PayPal may also refuse to make a Payment Transaction for reasons specified and indicated by it. In such a case, PayPal immediately refunds the amount received in the manner arising from its documentation.
15. When it comes to using the Replenishment Service, credits to the Payment Account as part of the Crediting Service have a maximum one-off limit of EUR 10,000 and a maximum monthly limit of EUR 15,000. As for payments in other currencies, the amount is converted into EUR at the exchange rate of the National Bank of Poland, from Table A, on the day preceding the payment made as part of the Topping-Up Service. Such an amendment as may be related to the limits referred to in this section constitutes an amendment to the Rules and Regulations.
16. The Operator may impose limits on the transfer of funds as part of the Topping-Up Service that differ from the limits set by PayPal as part of the Replenishment Service.

## § 22 Change in the balance of the Payment Account due to currency exchange

1. Aside from the situations referred to in § 17 Sec. 1.1-1.4, the balance of the Payment Account may also change due to a Currency Exchange Transaction. This change takes place immediately after the full or partial execution of the said Transaction. The terms related to the Rules and Regulations are described in the section on Currency Exchange Transactions.

## § 23 Refusal to replenish the Payment Account and top-up limits

1. The Operator reserves the right not to accept, for important reasons, a payment of funds to be made as due to a money transfer as referred to in § 17 Sec. 1. This is particularly the case if the procedures used by the Operator in relation to the provision of the services indicate a risk that such a payment is linked to:
  1. fraudulent transactions,
  2. money laundering,
  3. financing of terrorism,
  4. if there is reasonable doubt as to the ownership of the External Payment Instrument, including the Payment Card used by the User as part of the Topping-Up Service, in particular due to the previous use of the same Payment Card by another User,
  5. when there is a discrepancy between the User Account details and the bank transfer details.
2. In the situation referred to in Section 1 above, the Operator returns the amount paid after the lapse of fourteen (14) days in a manner corresponding to the method of making the payment. If instructions are received from the customer by e-mail, this time may be reduced. Should a payment be made as part of the Topping-Up Service, the Topping-Up Paying Agent may charge the fee referred to in § 20 Sec. 4 irrespective of the acceptance or non-acceptance of the payment by the Operator.
3. Notwithstanding Section 1 above, in the case of the Replenishment Service, the Topping-Up Paying Agent may also refuse to make a Payment Transaction for reasons specified and indicated by it. In such a case, the Topping-Up Paying Agent immediately refunds the amount received in the manner arising from its documentation.
4. Regardless of the provisions of the sections above, the Operator reserves the right to withdraw a replenish to the Payment Account credited as a result of an error after informing the Payment Account owner.
5. Topping up the Payment Account with the Payment Card has a maximum one-off limit of EUR 2,500 and a maximum monthly limit of EUR 15,000. As to payments in other currencies, the amount is converted into EUR at the exchange rate of the National Bank of Poland, from Table A, on the day preceding the payment made as part of the Topping-Up Service.
6. The provision of Section 5 also applies to other payment methods accepted by the Topping-Up Paying Agent based on a link to the Payment Card, such as Google Pay or Apple Pay. The limits indicated in Section 5 are calculated jointly for all those payment methods referred to in Sections 5 and 6.
7. The provision of Section 5 also applies to the payment method based on the BLIK payment system.
8. Aside from the amount limits mentioned above, the Operator introduces a monthly payment limit of up to three (3) different payment cards.
9. The Topping-Up Paying Agent may introduce top-up limits different from the limits specified by the Operator in terms of the payment methods accepted.

## § 24 Amount to replenish the Payment Account

1. The transfer of funds made by the User in order to cause the crediting of their Payment Account will be recorded on the Payment Account in the amount received by the Operator. This will occur as soon as the Operator has positively identified the User as referred to in § 26 below. The difference in the amount sent and received may be due, for example, to fees charged by intermediary banks, for which the Operator is not responsible.

## § 25 Split payment

1. The Operator would like to explain that the User making a transfer of funds as part of 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 Act of 11 March 2004 on Goods and Services Tax (the "split payment") when submitting the Transfer Order to the bank maintaining their Bank Account, as this will make it impossible to perform the service of crediting the Payment Account. If the User makes use of this option, the Operator reserves the right not to accept such a payment and to refuse to provide the service of crediting the Payment Account.
2. If not accepted, the payment will be returned to the Bank Account no later than fourteen (14) days, using the split payment option.
3. The Operator does not provide the option to use the split payment mechanism in the case of a Transfer Order from the User's Payment Account.

## § 26 User identification based on a transfer

1. During the first transfer of funds from a particular Bank Account, the Operator will conduct an additional identification of the User, as a payer, within the framework of a Transfer Order from that Bank Account.
2. The identification referred to in Section 1 above is performed by verifying the compliance of the User's personal data defined on the User Account with the data of the holder of the Bank Account from which the transfer was made.
3. The positive identification of the User means determining the compliance of the User's data defined on the User Account with the data of the holder of the Bank Account from which the transfer was made.
4. In the case of reasonable doubts as to the conformity of the data referred to in Section 2 above, the Operator may contact the User for clarification.
5. In the event of obvious mistakes, personal data may be corrected by the Operator, of which the User will be notified in an e-mail sent to the current E-mail Address.
6. Certain payment methods, in particular payment by the Payment Card, are only available to the User who has previously been positively verified by a transfer originating from a Bank Account. On this account, the payments referred to in the previous sentence are not available to the Users who have not yet made a payment by bank transfer and have not been positively verified as described above.
7. If the discrepancy between the User's data and the data of the payer, i.e. the holder of the Bank Account, is not clarified by the User, the Operator returns the amount of the received transfer to the Bank Account from which the transfer was made, no later than within fourteen (14) days from the date on which the funds were credited to the Operator's Bank Account, subject to Sections 9 and 10 below.
8. The amount of the refund referred to in Section 7 above may be reduced by any costs (as set out in the Table of Fees and Charges) associated with the refund.
9. At the request of the User, the Operator extends the time limit for the refund of the amount referred to in Section 7 above, for a period not longer than thirty (30) days. This applies in particular if the User has to take longer to clarify inconsistencies in the data and details of the payment or if the User has to wait for the bank to process a complaint, e.g. concerning Erroneous Currency.
10. If, aside from the discrepancies of the User's data from the payer's data, the title of such a transfer indicates that there has been an additionally replenished account in the Erroneous Currency, the

Operator may extend the time given in Section 7 above, up to thirty (30) days, but no longer than until contact is made with the User and an explanation and instruction concerning these funds is received from the User, other than the one referred to in Section 9. The reason for extending the time is the risk that the payer's supplier bank may charge additional high fees for subsequent currency conversion as a result of the return to the payer of this payment made in the Erroneous Currency.

## **General provisions for Payment Orders**

### **§ 27 Submission of Payment Orders**

1. The Operator conducts Payment Transactions based on Payment Orders submitted by the User.
2. Payment Orders may only be submitted by the User via the Website using the Payment Instrument, within the functionality of the User Account, subject to Section 4 below.
3. In order to submit the Payment Order, the User:
  1. must be logged into the User Account;
  2. provides the Payment Account with the funds necessary to perform the Payment Order, including to cover any necessary costs related to the performance of the Payment Order;
  3. indicates or confirms the type of Payment Transaction they wish to commission – Transfer Order or PzWT Transfer;
  4. provides other data and information necessary for the performance of the type of Payment Order in question.
4. The User may submit the Currency Exchange Order combined with the Payment Order for the Transfer Order. With this end in mind, the User has to provide, in the appropriate tab in the User Account, the data of both orders, as a result of which a content will be generated, whose provision in the title of a bank transfer made to the Operator's Bank Account, pursuant to § 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. This functionality may also involve the submission of the Currency Exchange Order, but without the submission of the Payment Order for the Transfer Order.
5. In addition, the Operator may refuse to perform the Payment Order as described in Section 4 above if the payment indicates that it was a payment in the wrong Currency. If the Operator uses this option, the Operator undertakes to notify the User immediately by telephone to the Telephone number. In the event of an unsuccessful telephone contact, the Operator will notify the User at the E-mail Address or via the Contact Box.
6. The content of the transfer title generated in accordance with Section 4 above may be used repeatedly.
7. The method of placing orders indicated in Section 4 above applies to ordering the Currency Exchange Transaction with the mechanism referred to in § 43 Sec. 3 and the subsequent execution of the Transfer Order encompassing the entire funds obtained as a result of the performance of such a Currency Exchange Transaction to the Recipient's Bank Account, provided that the Recipient has been previously defined in the User Account and indicated in the content of the transfer title by its designation.
8. One (1) Transfer Order from the User's Bank Account, submitted by the User to its provider maintaining that Bank Account, in the title of which the content generated in accordance with Section 4 above is used, allows one (1) instruction to be submitted to the Operator concerning one (1) Currency Exchange Transaction and one (1) Transfer Order.

9. The execution of the Transfer Order as referred to in Section 7 above is subject to the prior addition of the Recipient indicated in the title of the transfer to the group of Trusted Recipients referred to in § 29 Sec. 6 and the remaining of that Recipient on the list of Trusted Recipients at the time when the Payment Order comprising that the Transfer Order is deemed to have been submitted in accordance with § 29 Sec. 5.
10. If the condition referred to in the preceding section is not fulfilled, the instruction related to the Currency Exchange Transaction combined with the Payment Order in the form of the Transfer Order and resulting from the content of the transfer title, construed in accordance with § 17 Sec. 1.1, will be executed only within the scope of the Currency Exchange Transaction and excluding the scope related to the Payment Order. This stems from the fact that such a disposition will then not meet the requirements for strong authentication.
11. When submitting the Payment Order related to the Transfer Order or PzWT Transfer Order, the User acts as the Payer.
12. In situations where the User acts as the Payer, the Operator acts as the Payer's provider within the meaning of the Payment Services Act.

## § 28 Limitations on the execution of Payment Orders

1. The User undertakes to ensure that the content of the Payment Order complies with the provisions of the Rules and Regulations and with the applicable legal provisions, including that the User will not:
  1. use the Payment Account to execute Payment Orders which are not in accordance with the rules of fair trading or which are intended to circumvent or violate the law;
  2. indicate a gambling entity as the Recipient if an instruction when such an indication would constitute the performance of a payment service by the Operator in violation of the Gambling Act; at the same time, the Operator ensures that the Seller's Paying Agent, which within the Payment Instrument Acceptance Service will allow the initiation of the PzWT Transfer Order, will not indicate the payment method associated with the PzWT Service on the sites of Recipients (Sellers) providing gambling services in violation of the Gambling Act.
2. The User acknowledges that any violation of applicable legal provisions or a reasonable suspicion of such a violation may be disclosed by the Operator to the relevant state authorities, including law enforcement bodies.

## § 29 Authorization of Payment Orders

1. The Payment Transaction resulting from the Payment Order is deemed to have been authorized if the User has consented to its execution in the manner provided for in the Rules and Regulations.
2. The Authorization of the Payment Order submitted by the User on the Website is carried out by:
  1. clicking on the button to confirm the willingness to submit the Payment Order,
  2. ensuring compliance with the authentication requirements for this Authorization as set out in Sections 4 to 6 below.
3. From the moment the Authorization of the Payment Order referred to in Section 2 has been carried out, the User may not revoke the Payment Order.
4. The User's submission of Payment Orders on the Service requires compliance with the general authentication requirements, namely:
  1. prior login, whereby strong authentication as referred to in § 8 may also be required during this login,
  2. remaining logged in to the Website at the time of that order, with the exception of Section 5 below;

during the Authorization of the Payment Order, it is additionally required, subject to Sections 5 and 6 below, to fulfil the terms of strong authentication by using an authentication code as part of this Authorization.

5. The Authorization of the Payment Order submitted by the User in the manner described in § 27 Sec. 4 occurs by filling in the content of the title of the Transfer Ordered to the Operator's Bank Account with the data of the Payment Order and performance of this Transfer Order, resulting in the receipt of funds by the Operator. In the case of such a Payment Order, the Operator is deemed to have received that Payment Order and its Authorization on the date on which the Currency Exchange Transaction therefore ordered is executed and the Payment Account is credited with the currency purchased as part of that Transaction. Once the Payment Order has been received by the Operator, it cannot be revoked, which means that the User can revoke the accompanying Payment Order until the Currency Exchange Transaction is executed.
6. The Operator may not apply strong authentication of the User when authorising the Payment Order as part of which funds from the User's Payment Account are to be transferred to the Recipient who already has Trusted Recipient status. Granting and changing the status of the Trusted Recipient is subject to the strong authentication requirements referred to in § 8. Aside from the general category of trust, which covers all Payment Orders executed to such a Trusted Recipient, the Operator may introduce functionalities enabling the addition of specific levels of trust, primarily with respect to Payment Orders submitted in the manner described in § 27 Sec. 4.
7. The Operator may not use strong authentication of the User when authorising the Payment Order when the Operator intends to allow a regulatory exception to the requirement to use such authentication.

## § 30 Additional verification of transmitted data and submitted Payment Orders

1. The Operator reserves the right to conduct the additional verification of the User's identity, to provide the additional confirmation of submitted Payment Orders and to verify the Recipients' data.

## § 31 Time of submission of the Payment Order

1. The time the Payment Order is received by the Operator is deemed to have been the time of the Authorization of the Payment Order as referred to in § 29.
2. The User may not revoke the Payment Order once received by the Operator. In the case the Payment Transaction is initiated by the Provider rendering the service of initiating the Payment Transaction, the User may not revoke the Payment Order after giving such a provider the consent to initiate the Payment Transaction.

## § 32 Refusal to execute the Payment Order

1. The Operator may refuse to execute the Payment Order in particular if:
  1. The Payment Order has not been duly authorized or there are irregularities in the content of the Payment Order, including:
    1. deficiencies which make its execution impossible, in particular if the required information referred to in the Rules and Regulations or any supplementary rules and regulations, including the ones applicable pursuant to § 37 Sec. 2, is not provided;



2. if the information provided is false and fictitious or reasonably suspected to be such;
    3. information does not comply with the provisions of the Rules and Regulations mentioned in section 1.1.1 above;
  2. there is a reasonable suspicion that the Payment Order is inconsistent with legal provisions, rules of fair trading or provisions of the Rules and Regulations, including where it does not meet the requirements specified in the Rules and Regulations;
  3. the obligation to refuse to execute the Payment Order arises from anti-money laundering and anti-terrorist financing regulations;
  4. in the Company's opinion, there is too high a risk of money laundering associated with the execution of the Payment Order;
  5. the User is an entity offering gambling games in breach of the Gambling Act;
  6. an entity offering gambling games in breach of the Gambling Act has been indicated as the Recipient;
  7. the recipient's Bank Account maintained in a country not covered by § 37 Sec. 1 or 2 is indicated.
2. If the Payment Order is rejected:
    1. if the Payment Account has already been debited with the amount of that Payment Order, the Operator immediately returns the funds which were the subject of the Payment Transaction in question, i.e. the amount of that Payment Order and all commissions charged in relation to its execution, to the Payment Account. Thereby, it restores the debited Payment Account to the state that would have existed had the Payment Order not been rejected;
    2. The Operator notifies the User at the earliest possible date, 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 the refusal;
      3. if possible, the procedure for the rectification of the errors that led to the refusal, unless such a notification is inadmissible under separate legal provisions.
  3. The notification referred to in Section 2.2 above is sent to the current E-mail Address in the form of an e-mail message.
  4. The Payment Order that has been rejected, for the purposes of assessing liability for its execution, is deemed – in accordance with the Payment Services Act – not to have been received.

### § 33 Deadline for reporting improperly executed Payment Transactions

1. The User is to immediately notify the Operator of any identified unauthorized, non-executed or improperly executed Payment Transactions via e-mail sent to: [kontakt@walutomat.pl](mailto:kontakt@walutomat.pl) or using the Contact Box from the moment this functionality is made available to the Users.
2. If the User does not make the notification referred to in the preceding sentence within thirteen (13) months from the date on which the Payment Account was debited or from the date on which such a Payment Transaction was to be executed, the User's claims against the Operator for unauthorized, non-executed or improperly executed Payment Transactions lapse. However, the provision of the second sentence does not apply if the Operator has not made the information referred to in § 34 available to the User.
3. In the case of Users who are not Consumers, the time limit for reporting identified unauthorized, non-executed or improperly executed Payment Transactions, or else the claims for such Payment

Transactions expire, is fourteen (14) days from the date of the receipt of the Payment Order by the Operator.

## § 34 Information on Payment Orders

1. Immediately upon the receipt of the Payment Order, the Operator makes information available to the User on the Website:
  1. enabling the identification of the Payment Transaction and information concerning the Recipient;
  2. on the amount of the Payment Transaction expressed in the currency resulting from the Payment Order;
  3. on the amount of any fees resulting directly from the execution of the Payment Transaction;
  4. on the receipt date of the Payment Order;
  5. and, at the express individual request of the User, also information on the latest possible date of the execution of that individual Payment Transaction.
2. Whenever the Operator's supplier sends a transfer to the Recipient's Provider, the Operator immediately provides information to the current E-mail Address:
  1. enabling the identification of the Payment Transaction and information concerning the Recipient;
  2. on the amount of the Payment Transaction expressed in the currency in which the Payment Account was debited;
  3. on the amount of any fees resulting directly from the execution of the Payment Transaction;
  4. on the receipt date of the Payment Order.
3. The User may request that the information referred to in Section 2 above be provided to them free of charge or made available periodically, at least once a month. The Operator makes this data available in the form of an extract on paper or on another durable data storage device, including in the form of a file available to be generated and downloaded from the Website, and therefore in a manner that allows the User to store and reproduce this information unaltered.

## Transfer Orders

### § 35 Types of Transfer Orders

1. Using the functionality of the User's Account on the Website, the User may submit Payment Orders for the execution of Transfer Orders, whose purpose is to credit the Recipient's Bank Account with the amount indicated by the User.
2. The Transfer Order may be submitted as:
  1. Basic Transfer Order,
  2. SEPA Transfer Order, including an expedited transfer option referred to as SEPA Instant,
  3. Internal Transfer Order,
  4. Foreign Currency Transfer Order,
  5. other Transfer Order, i.e. a Transfer Order of a type other than the ones referred to in Sections 2.1 to 2.4 above.

## § 36 Submission of Transfer Orders other than the Internal Transfer Order

1. In order to submit the Payment Order related to a Transfer Order, the User:
  1. provides the Recipient's Bank Account number, subject to Sections 2 and 3 below;
  2. states the amount of the Payment Order expressed in the currency of the Recipient's Bank Account;
  3. provides the required information on the Recipient, i.e. the full name of the natural person or, if the Recipient is not a natural person, the full name of the Recipient (subject to Sections 2 and 3 below).
  4. selects the cost option or the type of transfer if more than one (1) such option is available for the destination country and currency indicated, as indicated in the TF&C, subject to Section 3 below.
2. When submitting the Payment Order, the User may also select one (1) of the Recipients and their Bank Account, the details of which they have previously defined in the User Account. If the Recipient referred to in the preceding sentence is selected, the data previously defined for that Recipient is automatically indicated as the data required according to Sections 1.1. and 1.3 above. Each Bank Account of the Recipient defined in the User Account is assigned an identifier unique to that User.
3. When submitting the Payment Order in the manner described in § 27 Sec. 4, the User indicates the Recipient and their Bank Account, the details of which they have previously defined in the User Account, by providing the identifier, referred to in Section 2 above, in the transfer title field, referred to in § 27 Sec. 4, which is done when filling in the template for the content of this Transfer Order. When submitting the Payment Order in this manner, the User may not select a cost option other than the SHA Cost Option.
4. If the Operator does not offer the option to indicate the type of transfer (e.g. the method described in § 27 Sec. 4 for the method of submitting the Payment Order selected by the User, in case several types of transfers are available for a specific Transfer Order according to the TF&C, the cheapest type is to be selected.

## § 37 Additional rules and regulations for sending funds to countries not applying the IBAN standard

1. The Operator provides 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, the submission of Payment Orders related to Transfer Orders to Recipients' Bank Accounts held by banks domiciled in a country not listed in Annex 3. The special terms for the submission of such Payment Orders are governed by respective additional rules and regulations which, upon acceptance by the User, make an integral part of the Agreement. The terms referred to in the preceding sentence may include but are not limited to:
  1. requirements for additional (to § 36 Sec. 1) information;
  2. producing such documents as may be necessary for the acceptance and performance of such a Payment Order;
  3. determination of a time when such a Payment Order other than that indicated in the Rules and Regulations is received;
  4. determination of a time limit for the execution of the Payment Transaction resulting from such a Payment Order other than that specified in the Rules and Regulations.

3. The Operator informs the Users of the aforementioned requirements each and every time they fill in the form for a specific Payment Order on the Website.
4. The additional rules and regulations mentioned in Section 2 above may also contain provisions on the amount limits for Payment Transactions made to the Recipients' Bank Accounts referred to in that section.

## § 38 Deadline for executing Transfer Orders other than Internal Transfers

1. When executing the Transfer Order, the Operator is obliged to cause the Bank Account of the Recipient's Provider to be credited with the amount of the Payment Transaction immediately, no later than:
  - 1.1. by the end of the next Business Day following the receipt of the Payment Order from the User – where:
    - 1.1.1. the Payment Transaction is executed in euro,
    - 1.1.2. the Payment Transaction is executed in the Polish currency and entirely within the territory of the Republic of Poland, i.e. when the Recipient's Provider maintains the Recipient's Bank Account in Polish currency within the territory of the Republic of Poland;
  - 1.2. by the fourth (4th) Business Day following receipt of the Payment Order from the User – where the Payment Transaction other than the transactions referred to in Section 1.1 above is executed in any currency for which a payment service covered by the Rules and Regulations is provided and is conducted on the territory of one (1) or more Member States, i.e. where the registered office of the Recipient's Provider is located on the territory of a Member State;
2. Pursuant to this provision, the Operator and the User agree that the provisions of Articles 53 to 58 of the Payment Services Act do not apply to Payment Transactions other than the ones indicated in Sections 1.1 and 1.2 above, i.e. where the location of the Recipient's Provider is in 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 on any of the dates indicated in Section 1 above.
3. In the case referred to in Section 2 above, the Operator will endeavour to meet the deadline indicated in Section 1.2 above. With this end in mind, the Operator will order a transfer to the Recipient's Provider account no later than the next Business Day following receipt of the Payment Order.
4. The time for the execution of the Transfer Order may be extended if the banks involved in the transfer are holding up the transfer for clarification purposes, which is a situation beyond the Operator's control. However, this provision does not apply to the situation referred to in Section 5 below.
5. If the User submits the Payment Order in the transfer option referred to in Section 1.1.1., in terms of the Instant Transfer, if, after the Operator has attempted to perform this Payment Order, such a transfer is rejected by the SEPA Instant settlement system, i.e. for technical reasons beyond the Operator's control, the Operator will immediately notify the User that this Instant Transfer Order has not been and will not be executed and will immediately, on the next day at the latest, return to the Payment Account the funds related to this non-executed transfer, i.e. both the amount of the transfer and the amount of the fee for its performance.

### § 39 Deferred payment service

1. The Deferred Transfer Service provides the User with the opportunity to submit the Payment Order for the execution of the Transfer Order with a future date (Deferred Transfer Service).
2. As part of the Deferred Transfer Service, the Operator sets a maximum limit for the date of future performance, not later than two (2) years from the date of submission of the Payment Order. Funds covered by the Deferred Transfer Service are subject to blocking until the Payment Order is cancelled or executed.
3. The time of receipt of the Payment Order for the execution of the Transfer Order in the Deferred Transfer Service is to be the time selected by the User for its performance. This is an exception to the provisions of § 38.
4. Due to the use of a future date of receipt, the User has the option to revoke the Payment Order from the moment of its Authorization until a future moment which, in accordance with Section 3, will be considered as the time of its acceptance. Payment Orders cancelled in the above manner are to be treated as null and void under the Act.
5. The Operator does not charge any additional costs for using the Deferred Transfer service. Standard charges under the TF&C apply accordingly.
6. The Deferred Transfer service does not include Internal Transfer Orders.

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

#### § 40 General provisions concerning the PzWT Service

1. The Operator represents that within the framework of agreements executed with the Sellers' Paying Agent(s), it is possible to use the Pay with Walutomat.pl service on websites of Shops operated by Sellers.
2. The Operator is not a party to the agreement concerning the acceptance of payment instruments by the Seller in the Shop operated by the Seller. Therefore, the Operator has no impact on whether or not, in performing the agreement with the Seller's Paying Agent in this respect, the Seller will also express their willingness to accept the Payment Instrument allowing the submission of PzWT Payment Orders and, therefore, the option to use the PzWT Service in that Shop. The “I Pay with Walutomat.pl” service is therefore only available in Shops of such Sellers agreeing 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 the Buyer) in the Shop, which is done with funds stored on the Payment Account.
4. The PzWT Service consists of the use of the Payment Instrument to submit PzWT Payment Orders for transfers of funds to Sellers operating Shops and initiated through such Sellers with the participation of the Sellers' Paying Agents.
5. The transfer of the User's (acting as the Recipient) funds to the Sellers (acting as the Buyer) within the framework of the PzWT Service is conducted with the involvement of the Seller's Paying Agent providing payment services for a given Seller.

#### § 41 Using the PzWT Service

1. The process for the User (acting as the Buyer) to use the PzWT Service proceeds as follows:
  1. the User makes a purchase of goods or services from such a Shop where the Seller's Paying Agent provides the Payment Instrument Acceptance Service;
  2. in cooperation with the Seller's Paying Agent, the Seller presents to the Buyer the payment methods accepted in the Shop, including the method indicating the PzWT Service, marked

as "I Pay with Walutomat" or another equivalent term. The payment method selection window, depending on the terms of the payment services provided by a given Seller's Paying Agent to a specific Seller, may appear on the Shop page or after navigating to the Seller's Paying Agent page;

3. the User selects the payment method indicating the PzWT Service;
4. the Seller's Paying Agent redirects the User to the login page of the User Account;
5. the User logs into the User Account on the Website;
6. the User is presented with an automatically filled-in, based on the information provided to the Operator by the Seller's Paying Agent, summary data concerning the PzWT Payment Transaction ordered to the Seller in relation to the purchase according to Section 1.1 above, as referred to in § 42 Sec. 3. While logged in to the User Account for the purpose of ordering the PzWT Payment Transaction, the User may not modify any data concerning this Payment Transaction or switch to any other part of the Website or the User Account or submit other payment instructions;
7. to confirm the User's willingness 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 the PzWT Payment Order, marked "Pay" or an equivalent designation
  2. duly authorize the Payment Order which they have submitted pursuant to Section 1.7.1 above. In particular, this can be done by entering the authorization code from the authorization device (e.g. an SMS code or by confirmation via Mobile Authorization) in the relevant field. 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 Account or presses the button referred to in Section 1.7.1 above;
8. The User is automatically redirected to a confirmation screen, with the option to return to the Shop page, or directly from the Website to the Shop page;
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 cause the payment account of the Seller's Paying Agent to be credited with the amount of the PzWT Payment Transaction immediately, but no later than by the end of the next Business Day following the receipt of the PzWT Payment Order. It is the responsibility of the Seller's Paying Agent to continue to make these funds available to the Seller.
2. If the Buyer is not yet the User at the time of taking steps to initiate the PzWT Payment Order, then:
  1. when this Buyer selects the payment method sectioning to the PzWT Service, they will not be able to use it, since, not being the User, they will not be able to correctly carry out the provisions of Section 1.5 above with respect to logging into the Website;
  2. when this Buyer selects a payment method sectioning to the PzWT Service, even if they do not have the Payment Instrument allowing them to submit PzWT Payment Orders, they will still be redirected to the login page of the Website;
  3. when the Buyer selects the payment method sectioning to the PzWT Service, they will be able to interrupt the payment process and return to the Shop or abandon this 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, this Buyer does not take the actions referred to in Section 2.3 above, but attempts to register on the Website, once the registration procedure has started, the process of executing the PzWT Payment Transaction will be terminated negatively, i.e. without the execution of this transaction.

## § 42 Additional rules for providing the PzWT Service

1. The Operator provides the PzWT Service without charging additional fees.
2. The login to the User's Account resulting from the use of the PzWT Service, which occurs due to redirection from the Shop, via the Seller's Paying Agent, only gives access to the mechanisms related to the continuation of the PzWT Payment Order initiated in relation to purchases in the Shop. Such a login to the User Account does not give access to the other functionalities of the User Account available on the Website.
3. A transaction for and on behalf of the Seller, initiated in relation to purchases in the Shop, is created on the basis of the data provided to the Operator by the Seller's Paying Agent. The summary data referred to in § 41 Sec. 1.6 includes at least the following information:
  1. the amount of this Transaction, its currency, the details of the Seller's Paying Agent, transfer title;
  2. information that the balance of the Payment Account maintained in the currency in which this Transaction is to be executed is not sufficient for the execution of the PzWT Payment Order– should such a situation arise.
4. If the amount of the balance of the Payment Account held in the currency in which the PzWT Payment Transaction is to be executed is sufficient, it is possible to submit the PzWT Payment Order.
5. In case the amount of the balance of the Payment Account maintained in the currency in which the PzWT Payment Transaction is to be executed is not sufficient, the Operator displays information indicating insufficient funds in the summary referred to in Section 3 above. Should the funds be insufficient, it becomes impossible to submit the PzWT Payment Order;
6. In the process of executing the PzWT Payment Transaction concerning a payment to the Seller as part of the PzWT Service, no currency conversion is performed on the Website. Accordingly, the User must have funds on the Payment Account in the currency in which the PzWT Payment Transaction was initiated in the Shop.
7. Having logged in to the User's Account in relation to using the PzWT Service and navigating to the page on which the summary referred to in Section 3 above is displayed, the User should submit an instruction for the PzWT Payment Order by pressing the button indicating the submission of the PzWT Payment Order, marked "Pay" or other equivalent marking, and performing the proper Authorization of the PzWT Payment Order within the session validity time referred to in § 5 Sec. 5.
8. After the expiry of the period referred to in § 5 Sec. 5, i.e. five (5) minutes of inactivity after logging into the User Account, the session expires and it is not possible to continue the process of ordering payments to the Seller. As a result, it is also impossible to submit and authorize the PzWT Payment Order.
9. If the session referred to in Section 8 above expires, the User has the option to return to the Shop page.
10. The User may terminate a session initiated as a result of logging into the User Account in relation to the use of the PzWT Service at any time by logging out of the User Account.
11. Having logged out of the User Account, the User is redirected to the website of the Shop or the Seller's Paying Agent.
12. If the User logs out of the User Account prior to completing the actions confirming the submission of the PzWT Payment Order and required for the Authorization of the Payment Order, this is equivalent to an interruption of the payment process for and on behalf of the Seller. The procedure of processing 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 notified.

13. Having submitted the PzWT Payment Order and after the Authorization of the Payment Order, the User may not revoke that PzWT Payment Order pursuant to the provisions of § 31 Sec. 2.

## **Services including the posting and matching of Sale and Purchase Offers**

### **§ 43 General provisions concerning Currency Exchange Orders**

1. Under the Agreement, the User may submit Currency Exchange Orders, i.e. Offers to Buy or to Sell currencies specified by the Operator on the Website, i.e. within the scope of the Currency Pairs listed in Annex 4 to the Rules and Regulations.
2. Currency Exchange Orders may only be submitted by the User via the Website, using the dedicated functionality, subject to Section 3 below.
3. Using the functionality of the User Account, the User may generate data allowing them to subsequently submit the Currency Exchange Order with the mechanism described in this provision, i.e. without having to remain logged in to the User Account at the time of submitting this Currency Exchange Order. After generating the data indicated in the preceding sentence, the User obtains the content to be included in the transfer title referred to in § 17 Sec. 1.1, so that this content is used to define the Currency Exchange Order submitted in this manner, according to the requirements provided for in § 44 Sec. 1. The content of such a transfer title may be used repeatedly.
4. The Operator reserves the right to create additional rules and regulations extending the list of Currency Pairs available in Annex 4. These Rules and Regulations will also be payment service regulations; therefore, any withdrawal of an added currency from the offer will be preceded by two (2) months' notice.

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

1. When placing the Currency Exchange Order, the User specifies its parameters by indicating:
  1. type of offer, i.e. Sale Offer or Purchase Offer,
  2. Currency Pair,
  3. amount of the Currency Exchange Order expressed in the Base Currency or the Quote Currency,
  4. Currency Exchange Order Rate.
2. The Operator only accepts such a Currency Exchange Order for which the User has full coverage from unblocked funds held in the Payment Account maintained in the currency of which the User is ordering exchange.
3. The User remains bound by the submitted Currency Exchange Order until that Currency Exchange Order is cancelled or executed in full.
4. Once the Currency Exchange Order is submitted, the funds earmarked for exchange are subject to blocking in the Payment Account and remain blocked until the Order is executed in full or cancelled. The blocked funds may not be used to make other instructions as provided for in the Rules and Regulations. In particular, they may not be subject to withdrawals, Transfer Orders, PzWT Transfer Orders or other Currency Exchange Orders.
5. The price of the Currency Exchange Order is deemed to be: (i) the maximum price – in the case of the Purchase Offer; or (ii) the minimum price – in the case of the Sale Offer.
6. The Currency Exchange Order may only be executed at the Order Exchange Rate either: (i) at the lower rate – in the case of the Purchase Offer; or (ii) at the higher rate – in the case of the Sale Offer.



7. The Currency Exchange Order may be executed in full, partially (in one or more Currency Exchange Transactions) or remain non-executed.

### § 45 Sequence of matching currency exchange offers

1. In the event that several, i.e. more than one (1), binding Currency Exchange Orders related to the same Currency Pair remain active on the Service at the same time, irrespective of whether they are orders of the same User or of different Users, such Currency Exchange Orders are subject to matching and execution according to the priority of the Currency Exchange Order Price referred to in Section 2 below, and then according to the priority of the acceptance time of the Currency Exchange Order. Priority is given to orders placed earlier.
2. Priority in matching and execution is given to: (i) in the case of Purchase Offers, ones with a higher Currency Exchange Order Rate; (ii) in the case of Sale Offers, ones with a lower Currency Exchange Order Rate.
3. The Operator reserves the right to make Currency Exchange offers, in all available Currency Pairs. The rationale and details of the mechanisms by which the operator places orders on the Website can be found at: <https://walutomat.pl/jak-to-dziala/>

### § 46 Execution of Currency Exchange Orders and matching of offers

1. The execution of the Currency Exchange Order occurs when the counter exchange offers are matched, i.e. Counter Orders being matched. Only Counter Orders related to the same Currency Pair are subject to matching.
2. The matching of Counter Orders takes place if the Price of the Currency Exchange Order set by the User is higher or equal (Purchase Offer) or lower or equal (Sale Offer) than the Price of the Currency Exchange Order specified in the Counter Order.
3. Currency Exchange Transactions are executed at the rate of the Counter Order pending at the time the Currency Exchange Order is submitted.
4. If the subject of the matching are Counter Orders placed for the same Currency Exchange Order Amount, provided that this amount for both orders is expressed in the same currency, both Currency Exchange Orders are to be executed in full.
5. If the Orders are not equal in amount, the Currency Exchange Order submitted for the lower Currency Exchange Order Amount in relation to both Counter Orders, taking into account the Currency Exchange Order Amounts expressed in the same currency, will be executed in full. The Currency Exchange Order submitted for a higher Currency Exchange Order Amount will be executed up to the value of the Currency Exchange Order submitted for the lower Currency Exchange Order Amount and remains an active order for the remainder.
6. Amounts of Currency Exchange Transactions executed are to be rounded in favour of the offer with the higher amount. The maximum rounding value is one sub-unit of the more expensive of the two (2) currencies from the Currency Pair on which the exchange occurs. Rounding is due to the impossibility of dividing amounts by more than two (2) decimal places.
7. As a result of the rounding mechanism referred to in Section 6 above, the Exchange Rate may be higher (Purchase Offer) or lower (Sale Offer) than the Exchange Rate set in the Currency Exchange Order. For the explanation of the reasons for rounding amounts of Currency Exchange Transactions and examples of the use of rounding, see: <https://www.walutomat.pl/temat-pomocy/jak-walutomat-zaokragla-wymienianekwoty/>.
8. The Operator reserves the right to cancel the matching of Counter Orders and the performance of the Currency Exchange Order submitted by the User if the Exchange Rate would differ at the time of

matching offers by more than two percent (2%) in relation to the market exchange rate of the currencies covered by the offers.

9. The applicable Exchange Rate for an order is the Exchange Rate at the time the transaction is executed and not at the time the transfer data is generated. The Exchange Rate indicated during the generation of the transfer data is only indicative of how the Currency Exchange would have been executed if the exchange rate had not changed by the time it was executed.

### § 47 Minimum exchange value

1. The Operator may set a minimum amount for the Currency Exchange Transaction. This means that if the right referred to in the preceding sentence is exercised, the Operator will not accept the Currency Exchange Order submitted for the Currency Exchange Order Amount lower than the permitted minimum amount of the Currency Exchange Transaction.
2. The provisions of Section 1 do not apply if, as a result of the partial performance of the Currency Exchange Order, the value of the non-executed part of the Currency Exchange Order becomes lower than the permitted minimum amount of the Currency Exchange Transaction. In such a case, the Currency Exchange Order in this unfulfilled part is not subject to cancellation by the Operator.
3. Information on the current minimum amount of the Currency Exchange Transaction is available on the Website. Whenever the Currency Exchange Order Amount is specified when placing the Currency Exchange Order that is lower than the permitted minimum amount of the Currency Exchange Transaction, the Operator informs the User accordingly.

### § 48 Cancellation of Currency Exchange Orders

1. The Currency Exchange Order may be cancelled by the User via the User Account functionality. The cancellation of such an order is only possible to the extent that it has not yet been executed. The cancellation of such an order does not affect the completed part of the order.
2. The cancellation of the Currency Exchange Order is also considered to be the deletion of the Currency Exchange Order by the Operator in the cases permitted in the Rules and Regulations.
3. The Currency Exchange Order may not be modified by the User. The User wishing to modify such an order should cancel the existing Currency Exchange Order and submit a new one.

### § 49 Credits and debits on the Payment Account linked to foreign exchange

1. Immediately after the execution of the Currency Exchange Transaction that has occurred as a result of matching opposite exchange offers, the Operator makes the corresponding entries in the Payment Accounts held for and on behalf of the Users who have submitted these offers, in the following manner:
  1. in the case the User submits the Sale Offer, the Operator is to debit their Payment Account with the amount of the executed Currency Exchange Transaction within the scope of the currency sold by this User. Thereafter, the User's Payment Account is credited with the amount of this Currency Exchange Transaction in the counter currency, the amount being determined on the basis of the rate resulting from the matching of the Counter Orders;
  2. in the case the User submits the Purchase Offer, the Operator is to credit their Payment Account with the amount of the executed Currency Exchange Transaction within the scope of the currency bought by the User. Thereafter, the User's Payment Account is debited with

the amount of this Currency Exchange Transaction in the counter currency, the amount being determined on the basis of the rate resulting from the matching of the Counter Orders;

2. By submitting the Currency Exchange Order, the User agrees at the same time to make entries on their Payment Account as regards the credits and debits referred to in Section 1 above resulting from the execution of the Currency Exchange Transaction. This also applies to charging a commission on the Currency Exchange Transaction conducted according to the Table of Fees and Commissions attached as Annex 1.
3. The revocation of the consent referred to in Section 2 above is only possible by cancelling the Currency Exchange Order that has not yet been executed.
4. The moment of consent referred to in Section 2 is the moment of submission of the related Currency Exchange Order.
5. The Operator informs Users about matching Counter Orders and the execution of Currency Exchange Transactions, as well as about the execution of the credits and debits referred to in Section 1 above in relation to the Rules and Regulations, by means of a relevant entry in the Payment Account history, which is available having logged in to the User Account. In addition, the Operator sends this information to the User on whose behalf the Currency Exchange Transaction is executed, in the form of an e-mail to the current E-mail Address.

## **SMS notification service as referred to in § 2 Sec. 7 of the Regulation**

### **§ 50 SMS notifications**

1. In the cases specified in the Rules and Regulations, the Operator sends SMS messages to the User on the current Phone Number.
2. Sending SMS messages in the cases referred to in Section 1 constitutes the SMS notification service referred to in § 2 Sec. 7 of the Regulation.
3. The Operator does not charge for sending SMS notifications.
4. In relation to the receipt of an SMS notification, the User may incur costs according to the tariff of the telecommunications operator whose services the User uses in relation to the use of the Telephone number.

## **Service for preparing statements of Payment Transactions as referred to in § 2 Sec. 9 of the Regulation**

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

1. In the 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 specific period, which is 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 as referred to in § 2 Sec. 9 of the Regulation.
3. In the case referred to in § 34 Sec. 3, the preparation of the statement described in the Rules and Regulations is free of charge.

## **Service of issuing Payment Account certificates as referred to in § 2 Sec. 15 of the Regulation**

### **§ 52 Payment Account Certificates**

1. In relation to the maintenance of the Payment Account, the User may apply to the Operator for the Payment Account certificate, i.e. a certificate containing information about that Payment Account or the services provided to the User in relation to that Payment Account.
2. The certificate referred to in Section 1 above is issued by the Operator in paper form within ten (10) Business Days after the receipt of the request for such certificate and is made available to the User in the manner indicated in the request. Additionally, the User may download this document themselves with the relevant functionality of the User Panel.

## **Fees and commissions**

### **§ 53 Fees**

1. The Operator charges fees and commissions for the provision of the services provided for in the Rules and Regulations as set out in the Table of Fees and Commissions contained in Annex 1 to the Rules and Regulations.
2. Irrespective of making the Table of Fees and Commissions available, the Operator, prior to the execution of the Agreement, provides the Consumer with an electronic document well in advance, as regards 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 the Rules and Regulations. Additionally, the Operator makes the document referred to in the preceding sentence available at its premises, on business days, and on its website and, at the request of the Consumer, also in paper or electronic form.
3. The amount of certain fees and commissions charged by the Operator is not fixed, but depends on a specific parameter of the service, especially on the amount of the Currency Exchange Order. Regardless of the indication in the Table of Fees and Charges of the rate of such a fee or commission referred to in the preceding sentence and the manner in which these amounts are calculated each time, the User is informed by the Operator of the amount of such costs taking into account the parameters of the instruction when making the instruction leading to the calculation of such a fee or commission.
4. If the execution of an instruction by the Operator involves collecting additional fees by the intermediary bank or the Recipient's bank, the Operator is not responsible for such fees and the Recipient's Bank Account is credited with the amount reduced by them.
5. Fees and commissions are charged by the Operator in the amount specified in the Table of Fees and Commissions immediately after the action or operation involving the charging of a fee or commission is performed, without having to obtain the User's consent each time.
6. Fees and commissions are debited from the balance of the Payment Account. If, for any reason, the amount of fees and commissions or other amounts due to the Operator from the User is higher than the amount of the 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 applied by such institutions.
8. The Operator performs Transfer Orders in either the SHA Cost Option or the OUR Cost Option, at the User's discretion, 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 § 36 Sec. 4. The OUR Cost Option is only available for specific scenarios defined in the TF&C.

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

1. At least once a calendar year, the Operator provides to the User who is a Consumer, free of charge, a statement of the fees charged during the period covered by the statement for services linked to the Payment Account.
2. In the event the Agreement is terminated, the Operator provides the Consumer, no later than within two (2) weeks of the date the Agreement is terminated, with the statement of fees referred to in Section 1 above for the period for which no such statement has previously been drawn up and the end of which falls on the date the Agreement is terminated.
3. The acceptance of the Rules and Regulations means that the User who is a Consumer has agreed that the statements referred to in Section 1 above will be communicated to them by being generated and made available on the Website, and that the statement referred to in Section 2 above will be sent to them electronically to their current E-mail Address. At the express request of the Consumer, the Operator provides the statements referred to in the preceding sentence in paper form by sending them by post to the Consumer's postal address.

### § 55 VAT invoices

1. The provision of the services by the Operator for and on behalf of the User is to be documented with VAT invoices. The invoice can be downloaded with the relevant functionality of the User Account.
2. At the User's request, a paper VAT invoice will be sent by post to the User's postal address.
3. VAT invoices are summary invoices for full calendar months and are separate for each of the currencies in which the User has paid the commission during the month.

## Personal data

### § 56 Personal data controller and information on data processing

1. The Controller of the personal data collected and further processed in relation to the execution of the Agreement and provision of services, within the meaning of the provisions on personal data protection, is the Operator – Currency One Spółka Akcyjna, with its registered office in Poznań, ul. Szyperska 14, 61-754 Poznań, executed the register of entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS: 0000402723, NIP: 7831684097, REGON: 301920555.
2. The Operator processes personal data of Users in relation to the provision, by means of the Website, of the services described in the Rules and Regulations. Data processing is conducted in accordance with legal provisions, in particular the provisions of the GDPR.
3. The detailed information on personal data processing, including obligations and rights in relation to the collection and processing of personal data, is contained in the information provided at: <https://www.walutomat.pl/polityka-prywatnosci-i-cookies/>.

4. The User is obliged to inform the Operator immediately of any change in personal or contact details. The consequences of failure to comply with the obligation referred to in the preceding sentence is to be borne by the User.

## **Termination of the 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 is terminated with immediate effect, i.e. upon the receipt of the notice by the Operator, subject to Section 5 below.
2. The termination of the Agreement by the User is made by completing the form available in the User Account, in writing by sending the statement on termination to the Operator's registered address: 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 e-mail address: [kontakt@walutomat.pl](mailto:kontakt@walutomat.pl) or using the Contact Box, as soon as this functionality is made available to the Users. The Operator may additionally contact the User to confirm the declaration of intent referred to in the sentence above.
3. The Operator may terminate the Agreement in writing or on another durable data storage device by giving two (2) months' notice.
4. For valid reasons, the Agreement may be terminated by the Operator without the notice period referred to in Section 3 above. Valid reasons justifying the termination of the Agreement by the Operator with immediate effect include cases where:
  1. despite being requested, the User:
    1. does not complete the required data;
    2. fails to provide relevant documents to support the data previously provided;
    3. provides false or incomplete personal data;
    4. does not provide access to the data when the processing of the data was necessary due to the functioning of the Information and Communication System;
  2. the Operator has determined that the instructions submitted by the User, in particular Payment Orders or Currency Exchange Orders, are intended to cause damage to other Users or third parties;
  3. the User has performed actions aimed at gaining unauthorized access to the Operator's ICT System, in particular by breaking through the security measures,
  4. cases were discovered of destruction, damage, deletion or alteration of data contained in the Information and Communication System by the User, hindering access to such data by the User, or causing interference or taking other actions by the User preventing automatic processing, collection or transmission 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. constituted an action qualified as money laundering within the meaning of the anti-money laundering regulations or could give rise to a suspicion of such actions;
  6. it is not possible to apply at least one (1) of the financial security measures complying with anti-money laundering regulations to the User;
  7. the User is engaged in one of the industries not accepted by the Operator pursuant to Annex 6;

8. guidelines or recommendations from government authorities require the termination of cooperation with the User or the discontinuation of the services provided for and on behalf of the User;
  9. the User has been identified or there is a reasonable suspicion that the User is engaged in activities which pose a high risk of money laundering or financing of terrorist;
  10. it has been found or there is a reasonable suspicion that the User is using the services for fraudulent purposes or that the User's use of the services poses a security risk;
  11. the Operator has determined that the User is a gambling entity in breach of the Gambling Act,
  12. an entity that organizes gambling games in breach of the Gambling Act has been indicated as the Recipient;
  13. the Operator has a reasonable suspicion that the User or the person replenishing the Payment Account is a victim of fraud;
  14. the Operator has determined that the User is using the services provided by the Operator in violation of the Rules and Regulations, legal provisions or rules of fair dealing.
5. If, at the time the Agreement is terminated, the Currency Exchange Orders submitted by the User are not executed in full, the Operator cancels these Currency Exchange Orders within one (1) Business Day. Prior to the expiry of the time limit referred to in the preceding sentence, Currency Exchange Orders not executed in full remain binding, provided that the User may cancel such orders in accordance with the provisions of § 48.
  6. Prior to the termination of the Agreement, the User should bring the balance of the Payment Account to zero PLN by, for instance, submitting a Transfer Order to the Recipient's Bank Account. At the User's express request, the User may ask for the remaining funds to be sent to charity. This option is limited by a maximum value of PLN 5 or currency equivalent.
  7. If funds remain in the Payment Account after termination of the Agreement, the Operator returns them to the User immediately, but no later than within three (3) Business Days of termination of the Agreement. Reimbursement is effected by submitting an instruction for the Transfer Order to a Bank Account that has been verified as belonging to the User in accordance with the provisions of § 26, with the stipulations that:
    1. if possible, repayment is made by means of the Transfer Order to the User's Bank Accounts maintained in the same currencies in which the funds are held on the Payment Account. If the User has several Bank Accounts maintained in a given currency, the withdrawal is made to the one defined as the last one;
    2. where the User has defined one (1) or more Bank Accounts in the User's Account, but the Payment Account also holds funds in currencies other than the ones in which those Bank Accounts are maintained, the Operator disburses 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 held in other currencies, the withdrawal will be made to the Bank Account at the latest defined in the User Account, and the conversion of these funds into the currency of this Bank Account will be made using the current exchange rate on the Website.
  8. The Operator may also terminate the Agreement without notice in cases where:
    1. the Operator finds that the User has not logged into the User Account for at least two (2) years and has not submitted any Payment Order or Currency Exchange Order or used the Topping-Up Service during this period,
    2. upon sending any message to the current E-mail Address, the Operator receives a return message indicating that this E-mail Address is inactive or no longer exists, and that at least six (6) months have elapsed since the User last logged in to the User Account or since the

last submission of the Payment Order or Currency Exchange Order or use of the Topping-Up Service.

9. Before exercising the right to terminate the Agreement for the reasons specified in Section 8 above, the Operator is obliged to notify the User of its intention to terminate the Agreement in the following manner:
  1. in the case referred to in Section 8.1 above, the Operator will send a notice to the current E-mail Address of its intention to terminate the Agreement; if – having sent this notice – the Operator receives the return message referred to in Section 8.1 above, then the Operator will make the notification as described in Section 9.2 below;
  2. in the case referred to in Section 8.2 above, and also in the case referred to in the second sentence of Section 9.1 above, the Operator will attempt to communicate the intention to terminate the Agreement by sending an SMS message to the User's current Telephone number.
10. The Operator will be entitled to terminate the Agreement for the reasons specified in Section 8 after thirty (30) days from the date of sending the message referred to in Section 9.1 or in Section 9.2 above. The Operator loses this entitlement if, before the expiry of the period indicated in the preceding sentence, the User logs on to the User Account, submits the Payment Order, the Currency Exchange Order, or leads to replenishing the Payment Account with the Topping-Up Service. In the case referred to in Section 8.2 above, the User must also change the inactive E-mail Address to a new E-mail Address in accordance with § 6 Sec. 11.
11. If the Agreement has been terminated by the Operator for the reasons referred to in Section 4 above, the User may not re-register on the Website without the Operator's prior consent.
12. In the cases referred to in Section 4, the Operator has the right to immediately cease providing the services to the User until the matter is clarified, and to notify the relevant state authorities.
13. Upon the termination of the Agreement, the Operator closes the Payment Account, subject to the prior performance of the refund referred to in Section 7 above, if the provisions of that section apply.

## § 58 Death of the User

1. The Agreement executed by the Consumer expires upon the Consumer's death. Any funds remaining in the Payment Account, with the exception of funds paid to entitled persons as referred to in Article 39a of the Payment Services Act, will be paid to the User's heirs. The conditions are the completed division of the estate, if there is more than one (1) heir, and the presentation of the legally required documents confirming the right of these persons to the estate, primarily a court order confirming the acquisition of the estate or a notarized deed of succession certification.
2. The Agreement executed by a natural person who is an entrepreneur does not expire upon that person's death; however, it is subject to the regulations of the Act of 5 July 2018 on the succession management of a natural person's business.

## § 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 fourteen (14) days from the date of its execution by making an appropriate declaration, for instance, using the form attached as Annex 5 to the Rules and Regulations.
2. A statement may be made:
  1. by post to the Operator's registered address: Currency One S.A., ul. Szyperska 14, 61-754 Poznań;



2. in electronic form by sending it from the E-mail Address to the Operator's e-mail address [kontakt@walutomat.pl](mailto:kontakt@walutomat.pl) or using the Contact Box;
  3. via the User Account functionality.
3. It is sufficient for the period referred to in Section 1 above to be observed if the statement is sent before the expiry of that period.
4. If, with the consent of the User who is a Consumer, the provision of the services related to the maintenance of the Payment Account has commenced before the end of the withdrawal period, the Operator may demand payment for the services actually provided.

## **Operator's liability**

### **§ 60 Unauthorized Payment Transactions**

1. Subject to § 33 Sec. 1 and 2, in the event of an unauthorized Payment Transaction, the Operator returns to the User the amount of the unauthorized Payment Transaction immediately, but no later than by the end of the Business Day following the day on which it was ascertained that such a transaction was charged to the Payment Account or after the day on which the relevant notification was received. An exception to this is if the Operator has reasonable and duly documented grounds to suspect fraud and informs the criminal investigation authorities in writing. Unless such notification is made to the relevant authorities, the Operator restores the debited Payment Account to the state that would have existed if the unauthorized Payment Transaction had not occurred.
2. The User is liable for unauthorized Payment Transactions up to an amount equivalent to EUR 50 in the Polish currency, determined with the average exchange rate announced by the National Bank of Poland and valid on the day of execution of such transaction, if the unauthorized Payment Transaction is the result of:
  1. use of the Payment Instrument lost by the User or stolen from the User;
  2. misappropriation of the Payment Instrument.
3. The provisions of Section 2 above do not apply where:
  1. the User had no way of knowing that the Payment Instrument had been lost, stolen or misappropriated prior to the execution of the Payment Transaction, except where 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 on the part of an employee, agent or branch of the Operator or an entity providing services to the Operator as referred to in Article 6(10) of the Payment Services Act.
4. The User is liable for the full amount of unauthorized Payment Transactions if they have wilfully or through wilful or grossly negligent breach of at least one (1) of the obligations referred to in § 10 Sec. 1, 2 and 3.
5. If the User did not intentionally lead to an unauthorized Payment Transaction, the User is not liable for such a transaction, provided that the User has made the notification referred to in § 10 Sec. 3, with the stipulation that the Operator has ensured that such a notification can be made.
6. If the Operator does not require strong authentication when it should be used, the Payer is not liable for unauthorized Payment Transactions unless the Payer acts intentionally.
7. Where the Payment Order is made directly by the User, the Operator is liable to the User for the non-execution or improper execution of the Payment Transaction resulting from that Payment Order, except where:

1. the non-execution or improper execution of the Payment Transaction was due to force majeure or if the non-execution or improper execution of the Payment Order is due to other legal provisions, in particular in the cases referred to in Sections 13 and 14 below;
  2. the Operator proves that the payment account of the Recipient's Provider has been credited in accordance with the provisions of the Payment Services Act and these Rules and Regulations;
  3. the User's claims have lapsed as a result of the expiry of the time limit referred to in § 33 Sec. 1 or 2 respectively;
  4. the Payment Order has been executed in accordance with the unique identifier, which is the Recipient's Bank Account number, indicated by the User in the content of that Payment Order, regardless of any other information provided by the User.
8. If the Operator, acting as the User's supplier (acting as the Payer), is liable for the non-execution or improper execution of the Payment Transaction, pursuant to Section 7 above, the Operator restores the Payment Account to the state that would have existed had the non-execution or improper execution of the Payment Transaction not occurred.
  9. In the case of a non-executed or improperly executed Payment Transaction, where the Payment Order pertaining to that transaction is not submitted directly by the User (acting as the Payer), but is submitted indirectly, i.e. by such a User to the provider providing the service of initiating the Payment Transaction, who then forwards it to the Operator, the Operator returns to such a User, acting as the provider maintaining the Payment Account, the amount of the non-executed or improperly executed Payment Transaction. If necessary, the Operator restores the debited Payment Account to the state that would have existed had the non-execution or improper execution of the Payment Transaction not occurred.
  10. The Operator's liability for the non-execution or improper execution of the Payment Transaction also includes fees and interest charged to the User as a result of the non-performance or improper, including the delayed execution of the Payment Transaction.
  11. If the payment account of the Recipient's Provider has been credited in accordance with the provisions of the Payment Services Act and the Rules and Regulations, the Recipient's Provider is liable towards the Recipient for the non-execution or improper execution of the Payment Transaction.
  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 a User, immediately takes action to trace that Payment Transaction and notify the User of the result. This is the case irrespective of the liability incurred pursuant to Section 7 above. These activities are free of charge for the User (acting as the Payer).
  13. The Operator is not liable for:
    1. non-executed or withheld Payment Transactions;
    2. blocking the Payment Account;
    3. freezing assets;

if these actions have been taken to implement anti-money laundering legislation or to implement the decision of the General Inspector of Financial Information.

14. In the cases referred to in the Rules and Regulations, the Operator is not liable for the refusal to perform the Payment Order or for the temporary blocking of access to the User Account or Payment Account.

## § 61 Crediting the Payment Account in due time

1. If the Operator's Bank Account, acting as the Recipient's Provider, is credited due to the service of crediting the Payment Account pursuant to Article 54 of the Payment Services Act, the Operator is liable to the User, acting as the recipient, for the non-execution or improper execution of the Payment Transaction. The above provision refers to the situation when the provider maintaining the Bank Account for the User led, no later than the end of the next Business Day following the receipt of the Payment Order concerning the Payment Transaction ordered by the User which is to lead to the crediting of the Payment Account, to crediting the Operator's Bank Account with the amount of this transaction.
2. If the Operator, acting as the Recipient's Provider, is liable in accordance with Section 1 above, it immediately credits the Payment Account with the relevant amount. This is intended to bring the Payment Account into the state it would have been in had the non-execution or improper execution of the Payment Transaction not occurred. This takes place with a posting date no later than the next Business Day after the day on which the Operator's Payment Account would have been credited if the transaction had been properly executed.
3. As part of the Internal Transfer Service, the Operator is liable to the User, acting as the Recipient, for the non-execution or improper execution of the Payment Transaction. If the Operator, acting as supplier of the recipient, is liable in accordance with the preceding sentence, it immediately credits the Payment Account with the relevant amount. This is intended to bring the Payment Account into the state it would have been in had the non-execution or improper execution of the Payment Transaction not occurred. This takes place with a posting date no later than the next Business Day after the day on which the Recipient's Payment Account would have been credited if the transaction had been executed properly.

## § 62 Exclusion of the Operator's liability

1. The Operator is not liable, except as indicated in the Rules and Regulations, for:
  1. damage resulting from the performance of Currency Exchange Orders in accordance with their contents,
  2. the User's use of the Topping-Up Service if, under specific circumstances, the User, the Topping-Up Paying Agent or the payment service provider providing the External Payment Instrument used in the Topping-Up Service is liable,
  3. non-performance or improper performance of obligations within the scope of Currency Exchange Orders resulting from circumstances for which the Operator is not liable, in particular caused by a failure of the public telephone network, power supply systems or computer equipment, or by the User's bank providing incorrect data of the sender of the transfer; the above also applies to delays in delivering SMS messages to the User as provided for in the Rules and Regulations,
  4. non-performance or improper performance of an obligation for reasons attributable to third parties for whose actions the Operator is not liable,
  5. damages resulting from the refusal to accept an instruction, including the Payment Order or Currency Exchange Order, due to the User's breach of the Rules and Regulations,
  6. potentially lost benefits related to the unavailability of the Service caused by a breakdown or maintenance works,
  7. acts, omissions and events where the Operator is not liable 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 objections concerning the services, especially payment services, provided by the Operator or its activities, in the Rules and Regulations referred to as a complaint, in the following forms:
  1. in writing – in person, at the Operator's registered office, or by post to the following address: Currency One S.A. ul. Szyperska 14, 61-754 Poznań.
  2. orally – by telephone on +48 (61) 646 05 00 or +48 (61) 200 11 11 or personally for the record at the address indicated in Section 1.1 above,
  3. electronically – by sending an e-mail to: [kontakt@walutomat.pl](mailto:kontakt@walutomat.pl), using the Contact Box, as soon as this functionality is made available to the Users, or by using the electronic contact form available at <https://www.walutomat.pl/kontakt/>.
2. A complaint may be submitted by an attorney. As the response to such a complaint may contain information which is professional secret, the signature of the person granting the power of attorney should be duly certified and a Section should be included in the Rules and Regulations authorising the attorney to obtain information being professional secret on behalf of the principal.
3. The complaint submitted by the User should include at least the following:
  1. indication of the reason for the complaint;
  2. identification of the entities involved in the transaction, especially in the case of a complaint related to the Payment Transaction or Currency Exchange Transaction;
  3. detailed description of the incident;
  4. transaction number;
  5. transaction amount;
  6. transaction title;
  7. identification of the Recipient (if applicable);
  8. transaction date,
  9. name of the bank and account number to which the transaction is linked (if applicable).
4. The complaint may also be filed by a potential User who has been refused service provision. Such a complaint may be submitted in the form referred to in Section 1. Whenever the User is referred to in Sections 6-13, 16-18, this is to be construed as the potential User. A complaint related to the potential User should specify:
  1. full name, and – in the case of a legal person or organisational unit without legal personality – name of the potential User;
  2. description of the incident and the grounds for the complaint;
  3. date of the event.
5. The complaint may also include, for communication purposes, the e-mail address of the User or potential User.
6. The Operator considers the complaint submitted and responds to it within no more than fifteen (15) Business Days from the date of receipt. In particularly complex cases, which make it impossible to consider the complaint and provide a reply within this time limit, the Operator is to immediately notify the User of the expected time limit for considering the complaint and providing the reply, together with the reason for the delay, indicating the circumstances which must be established in order to consider the case. The extended time frame for handling the complaint and providing the

reply may not be longer than thirty five (35) Business Days from the date the complaint is received. In order to meet the aforementioned deadlines, it is sufficient to send the reply before their expiry and, in the case of replies provided in writing, to send it at a postal facility of a designated operator within the meaning of Article 3(13) of the Act of 23 November 2012 – Polish Postal Law.

7. The Operator replies to the complaint in paper form, by sending it to the correspondence address of the User, or – on the User's request – by e-mail to the e-mail address indicated by the User.
8. The reply to a complaint should be provided in an accessible and understandable manner and include the following, in particular:
  1. information on the complaint date;
  2. outcome of considering the complaint;
  3. comprehensive information on the issue reported, indicating the relevant provisions of the Rules and Regulations and the relevant legal provisions, and if possible quoting their wording, unless it is not required by the nature of claims made – in the case of a complaint made by the Consumer;
  4. identity of the authorized employee representing the Operator, stating their full name and position;
  5. specification of the time limit within which the claims raised in the complaint will be met, which is not to be longer than thirty (30) days from the date of the reply.
9. Furthermore, in the event that the complaint is rejected in whole or in part, the reply to the complaint should additionally include:
  1. reasons in fact and in law, unless this is not required by the nature of the claims raised;
  2. instruction on options and method of resorting to a form of out-of-court dispute resolution, applying to the Financial Ombudsman for a review of the case or bringing an action before a common court, indicating the entity that should be sued and the court having jurisdiction over the case in question.
10. If the data or information provided in the complaint needs to be supplemented, the Operator requests the complainant to supplement the complaint to the extent indicated before considering the complaint.
11. The complainant is obliged to provide explanations and assistance to the Operator as regards complaints, if the provision of explanations or assistance is not prevented by applicable legal provisions.
12. The Operator does not consider such complaints as do not contain data enabling the User to be identified.
13. The Operator should not be the addressee of complaints related to incorrect performance by the Recipient of an obligation on behalf of the User in relation to which the User has placed the Payment Order.
14. Having exhausted the complaint procedure, the dispute between the complainant and the Operator may be resolved through out-of-court dispute resolution proceedings between the client and the financial market operator:
  1. conducted by the Financial Ombudsman (<https://rf.gov.pl/>) in accordance with the provisions of the Polish Act of 5 August 2015 on the processing of complaints by financial market entities and the Financial Ombudsman. Such proceedings are initiated at the request of the complainant. Unless the Financial Ombudsman refuses to hear the dispute, the participation of the Operator in such proceedings is mandatory;
  2. conducted by the Arbitration Court at the 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 Financial Supervision Commission. The right to lodge such a complaint as referred to in the preceding sentence also applies to entities to which the Operator has refused to provide payment services hereunder.
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 (Regulation on ODR in Consumer Disputes), by designating the Financial Ombudsman or the Arbitration Court at the Financial Supervision Authority as the ADR entity, i.e. the dispute resolution body. The ODR platform is available at: <https://ec.europa.eu/consumers/odr/>.
17. As a Consumer, the User has the option to make use of the out-of-court procedure of dealing with complaints and pursuing claims before the Permanent Consumer Arbitration Court at the competent Provincial Inspector of Trade Inspection (Wojewódzki Inspektor Inspekcji Handlowej). Detailed information on consumer dispute resolution, including access and dispute resolution procedure is available at: [https://uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php).
18. The User may also bring an action before the common court having jurisdiction over the case, which is generally the common court having jurisdiction over the seat of the defendant, i.e. in the case of an action against the Operator, the District Court Poznań-Stare Miasto in Poznań. In such a case, the respondent should be the Operator, whose details are specified in §2 and every time indicated in the reply to the complaint.
19. Telephone calls made by the User to the Customer Service may be recorded and archived. The Operator does not make the recordings available to the Users. In justified cases, the User has the option to review the transcript of the recorded call, which is made available only at the Operator's premises upon the written request of the User.

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

### **§ 64 Proposing and communicating changes to the Rules and Regulations and their entry into force**

1. The Operator reserves the right to propose changes to the Agreement, and therefore amendments to the content of the Rules and Regulations, in the event of:
  1. change in the scope, form, functionality or operation of the services on offer
  2. introduction of services to the offer or withdrawal of services from the Operator's offer,
  3. change in legislation affecting service provision by the Operator,
  4. issue of 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. necessity of improving the safety or accessibility of the services provided,
  6. necessity of clarifying the provisions of the Rules and Regulations,
  7. changes in the provision of the services as related to technological developments.
2. The Operator reserves the right to propose amendments to the Agreement in respect of the Table of Fees and Commissions if one (1) or more of the following circumstances arise:
  1. changes in the minimum wage or the level of at least one (1) of the indicators published by the Central Statistical Office: inflation or the average monthly wage in the business sector,
  2. changes in the prices of energy, telecommunications, postal services, interbank settlements or interest rates set by the National Bank of Poland,

3. changes in the prices of services or operations used by the Operator in the performance of particular banking or non-banking activities,
  4. changes in the scope or form of the services provided by the Operator, including changes to or the addition of functionality related to the operation of a particular product, insofar as such changes affect the costs incurred by the Operator in relation to the performance of the Agreement,
  5. changes in legislation governing products or services offered by the Operator or affecting the performance of the Agreement, insofar as such changes affect the costs incurred by the Operator in relation to the performance of the Agreement,
  6. changes in the tax legislation or accounting principles applied by the Operator, insofar as such changes affect the costs incurred by the Operator in relation to the performance of the Agreement,
  7. changes or issuance of court rulings, rulings by administrative authorities, recommendations or guidelines by authorized bodies, including the Financial Supervision Authority, insofar as they affect the performance of the Agreement.
3. If the Operator decides to propose changes to the Agreement to the Users, i.e. changes to the content of the Rules and Regulations or the Table of Fees and Commissions referred to in Sections 1 and 2 above, the Users will be informed by the Operator of the proposed changes to the Agreement no later than two (2) months prior to the effective date of such changes. The proposal for changes will be communicated via an e-mail sent to the current E-mail Address and also via a message on the Website.
  4. If, prior to the effective date of the proposed changes to the Agreement referred to in Sections 1 and 2 above, the User does not object to the Operator to such changes, the User is deemed to have agreed to them. Prior to the effective date of such changes, the User has the right to terminate the Agreement, without charge, with effect from the date the User is informed of the changes, but no later than the date on which such changes would have applied had the User not terminated the Agreement. In the event that the User objects as referred to in the first sentence but does not terminate the Agreement, the Agreement is terminated at the end of the day preceding the effective date of the proposed changes.
  5. Payment Orders and Currency Exchange Orders submitted before such changes came into effect will be executed according to the existing rules.
  6. To the extent that the Rules and Regulations and their annexes constitute a model Agreement, i.e. with respect to potential Users, an amendment to the Rules and Regulations or their annexes does not require the procedure referred to in Sections 3 to 5 above. In this case, the amended version of the Rules and Regulations applies to new Users from the time of their announcement. As for existing Users, the amended version of the Rules and Regulations becomes effective upon the completion of the procedure referred to in Sections 3 to 5 above.
  7. Where an amendment to the Table of Fees and Commissions is related to fees for services included in the list of representative services, the Operator provides the Consumer with whom it has executed the Agreement with an updated fee document referred to in § 53 Sec. 2.

## Final provisions

### § 65 Issues not regulated under the Agreement

1. The Agreement executed by and between the User and the Operator is subject to Polish law.
2. Matters not regulated in the Rules and Regulations are governed by generally applicable legal provisions, in particular the Payment Services Act.
3. If the User is not a Consumer, the provisions of the Payment Services Act, whose exclusion in relations with entities other than Consumers is permissible in accordance with the provisions of this Act, do not apply. In such a case, other legal provisions apply to matters not regulated by the Rules and Regulations, except as excluded in accordance with these and other provisions of the Rules and Regulations.

### § 66 Language of communication

1. The Website is available in Polish.
2. These Rules and Regulations have been drawn up in the Polish language. The Polish language version constitutes the sole basis for the interpretation of the Agreement.
3. Correspondence, including any notices, information and other communications, shall be in Polish. At the request of the User, the Operator may communicate in a language other than Polish and transmit selected information or documents in such languages. In case of discrepancies between the Polish version and other language versions, the Polish version shall be deemed binding.

### § 67 Contact

1. The User may communicate with the Operator, subject to § 57 Sec. 2, § 59 Sec. 2 and § 63 Sec. 1 of the Rules and Regulations, in the form of:
  1. electronically via the contact form available at <https://www.walutomat.pl/kontakt/>, using the Contact Box, as soon as this functionality is made available to Users, or at the e-mail address: kontakt@walutomat.pl,
  2. by telephone at +48 (61) 646 05 00 or +48 (61) 200 11 11 - during the working hours of the Customer Service indicated on the Website,
  3. in writing, at the following address: Currency One S.A., ul. Szyperska 14, 61-754 Poznań.
2. The Operator communicates with the User, subject to § 63 Sec. 7 of the Rules and Regulations, electronically, by telephone or in writing.

### § 68 Provision of selected information by the Operator

1. Whenever requested by the User during the term of the Agreement, the Operator makes available the following:
  1. applicable provisions of the Agreement on paper or another durable data storage device. With the User's consent, this information may be provided by the Operator via e-mail;
  2. information related to the Payment Account and the executed Payment Transactions on paper or on another durable data storage device. With the User's consent, this information may be provided by the Operator via e-mail;



## § 69 Litigation

1. Any disputes arising out of or in connection with the provision of the services on the Website to the Users by the Operator are to be settled by the locally competent common courts in Poland, taking into account § 63 Sec. 17.
2. Disputes between the Operator and Users being entrepreneurs are to be resolved by the court having jurisdiction over the Operator, subject to Section 3.
3. The Users who are entrepreneurs and who execute the Agreement directly in relation to their business operations, which, however, is not of a professional character for them, arising in particular from the subject of this business operations, made available based on the provisions on the Central Register and Information on Business Activity, the provisions of Section 1 apply accordingly.

### Annexes:

1. Table of Fees and Commissions.
2. Statement of fees charged for the provision of the Payment Account services.
3. List of countries.
4. Supported currencies.
5. Model of the withdrawal form.
6. Unsupported industries.

Annex 1

## Table of Fees and Commissions

Table of contents:

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

### 1. General fees

No.	Type of action	Cost for the customer
1.	Crediting of the 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 withdrawals from Walutomat

No.	Type of action	Cost for the customer
1.	Cash withdrawal in PLN to any bank in Poland	PLN 0/1 explanation 1 under the table
2.	Withdrawal to a bank where Walutomat.pl has an account in a proper currency. The list of these banks is available at: <a href="https://www.walutomat.pl/banki/">https://www.walutomat.pl/banki/</a> ,	PLN 0/1 explanation 1 under the table
3.	Withdrawal in EUR by SEPA transfer 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 0/1 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.	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 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.	PLN 80
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>	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.	Use of the service "I Pay with Walutomat (PzWT)"	PLN 0
12.	Internal transfer	PLN 0

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

No.	Type of action	Cost for the Customer
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> ,	0 PLN/1 PLN explanation 1 under the table
2.	Withdrawal in CZK, NOK, SEK, DKK by expedited transfer to banks other than those listed in Section 1	PLN 20

	An expedited transfer is made on the same day, or by the end of the next business day at the latest.	
3.	<p>Withdrawal in CZK, NOK, SEK, DKK by expedited transfer in the OUR cost option to banks other than those listed in Section 1</p> <p>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.</p>	PLN 80
4.	<p>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>,</p>	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 applies only to withdrawals from Chapter Two of the above Table of Fees and Charges Sub-sections 1, 2 and 3.

The Operator introduces a total limit of five (5) transfers at the price of PLN 0 per calendar month for transfers from Sub-sections 1, 2 and 3. This limit is increased by one (1) transfer having exceeded each full multiple of PLN 2,500 of turnover on the currency exchange in a given calendar month. In the case of exchanges without PLN, the amount of the exchange is converted into PLN at the current exchange rate of the National Bank of Poland. The unused transfer limit of PLN 0 is not carried over to the next calendar month.

A fee of PLN 0 is charged if there is still a positive free transfer limit. After a transfer with the fee of PLN 0, the limit of transfers at a price of PLN 0 is reduced by one (1) transfer.

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

#### Annex 2

##### **Statement of fees charged for the provision of the Payment Account services.**

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 – 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 Sec. 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 Sec. 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 Sec. 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 Sec. 4 of the Regulation.

No.	Service name	fee
1.	Transfer Order	<p>PLN 0 or 1* – withdrawal of PLN to Poland</p> <p>PLN 0 or 1* – withdrawal to a bank where Walutomat.pl has an account in PLN 0 PLN – PZWT Transfer Order</p> <p>PLN 9 – withdrawal in USD, CHF, GBP by ordinary transfer</p> <p>PLN 20 – withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by instant transfer in the SHA cost option</p> <p>PLN 80 – withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by instant transfer in the OUR cost option</p> <p>PLN 100 – withdrawal in USD, CHF, GBP to countries which do not use the IBAN standard</p>

2.	SEPA Payment Order	PLN 0 or 1* – withdrawal in EUR by SEPA transfer
		PLN 0 or 1* – withdrawal to a bank in which Walutomat.pl has an account in EUR
		PLN 9 – withdrawal in EUR (outside SEPA zone) by ordinary transfer
		PLN 20 – withdrawal in EUR by instant transfer in the SHA cost option
		PLN 20 – withdrawal in EUR by instant transfer
		PLN 80 – withdrawal in EUR by instant transfer in the OUR cost option
		PLN 100 – withdrawal in EUR to countries which do not use the IBAN standard

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3.	Payment Order in a foreign currency	PLN 0 or 1* – withdrawal to a bank in which Walutomat.pl has an account in USD, CHF, GBP
		PLN 9 – withdrawal in USD, CHF, GBP by ordinary transfer to Poland
		PLN 20 – withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by instant transfer in the SHA cost option to Poland
		PLN 80 – withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by instant transfer in the OUR cost option to Poland

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4.	SMS notification (package)	PLN 0
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5. payment account operation PLN 0

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6. drawing up a statement of  
Payment Transactions PLN 0

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7. issuing a statement about a  
payment account held, package of  
statement PLN 0

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8. electronic banking service PLN 0

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\* Refer to the Table of Fees and Commissions for details.

## Annex 3

**List of countries (where Recipients' bank accounts are kept) to which funds can be transferred as part of the Payment Transaction.**

1. Albania
2. Andorra
3. Austria
4. Azerbaijan
5. Bahrain
6. Belgium
7. Bulgaria
8. Croatia
9. Cyprus
10. Montenegro
11. Czech Republic
12. Denmark
13. Estonia
14. Finland
15. France
16. Greece
17. Georgia
18. Spain
19. Netherlands
20. Ireland
21. Iceland
22. Israel
23. Liechtenstein
24. Lithuania
25. Luxembourg
26. Latvia
27. Macedonia
28. Malta
29. Moldova
30. Monaco
31. Germany
32. Norway
33. Portugal
34. Romania
35. San Marino
36. Slovakia
37. Slovenia
38. Switzerland
39. Sweden
40. Vatican
41. Hungary
42. United Kingdom



43. Italy

Annex 4

**Supported currencies and Currency Pairs**

1. PLN
2. EUR
3. CHF
4. USD
5. GBP
6. CZK
7. DKK
8. NOK
9. SEK

Available Currency Pairs:

EURPLN  
USDPLN  
CHFPLN  
GBPPLN  
EURUSD  
EURCHF  
EURGBP  
GBPUSD  
USDCHF  
GBPCHF  
CZKPLN  
DKKPLN  
NOKPLN  
SEKPLN  
EURCZK  
EURDKK  
EURNOK  
EURSEK

Annex 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: \_\_\_\_\_

[Methods of handling complaints](#)

See also: [model documents](#)

## Annex 6

**The list of unsupported industries includes activities related to:**

- crypto currencies
- human/animal trafficking;
- metals and precious stones;
- weapons, nuclear energy, drugs;
- medical marijuana, e-cigarettes, e-liquids and related accessories;
- pornography and other obscene material (e.g. PPVs, live chats);
- gambling without a Polish licence;
- unlicensed financial institutions;
- unlicensed lotteries;
- anonymous e-wallet services;
- anonymous prepaid cards;
- shell banks and shell corporations;
- unauthorized media and copyrighted software;
- in-game item brokers;
- get-rich-quick schemes;
- other illegal/fraudulent activities that violate Polish law.