

# InternetowyKantor.pl

## Terms of Service

### Definitions

**E-MAIL ADDRESS** – the User's e-mail address, provided and confirmed during the registration procedure in accordance to §2 Sec. 4, as well as any replacement e-mail address, changed in accordance to §10 Sec. 8. The current E-mail Address is to be construed as the most recent version confirmed in line with the above provisions.

**TOP-UP SETTLEMENT AGENT** – the payment service provider ensuring the operation of the Top-up Service on behalf of the Operator.

**TOP-UP ACCEPTOR** – the Operator, acting as the recipient of funds from the User, within the scope that the Top-up Settlement Agent provides the Top-up Service.

**MOBILE APP** – the mobile app of InternetowyKantor.pl installed on a mobile device, in particular a mobile phone, allowing the use of the Website and receiving Push Notifications referred to in §1 Sec. 10 hereof.

**BENEFICIAL OWNER** – the beneficial owner as defined in the Anti-Money Laundering (AML) Regulations.

**CUSTOMER SERVICE** – a unit within the organisational structure of the Operator whose task is to provide services to the User, including but not limited to rendering assistance and imparting information to the User as required for the performance of the Agreement, enabling contact with the Operator on days and hours indicated on the Website, in writing at the following address: Currency One S.A. ul. Szyperska 14,

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61-754 Poznań, by telephone at (+48) 61 250 45 65 and (+48) 61 646 06 00 or by e-mail at [biuro@internetowykantor.pl](mailto:biuro@internetowykantor.pl).

**BIOMETRIC READER** – a function of a mobile device provided by its manufacturer or the manufacturer of the software installed on it, designed to read biometric features and store their details in that device in order to create the corresponding digital key of the device's user.

**BUSINESS DAY** – days from Monday to Friday with the exception of public holidays in Poland. In the case of transfer times, the exceptions are bank holidays both at Currency One SA ul. Szyperska 14, 61-754 Poznań NIP: 7831684097 country of the sender and in the country of the currency involved or in the country of destination, i.e. such countries in which the Bank Accounts participating in the transaction are maintained.

**WORKING DAY** – includes each Business Day and other days, as indicated on the Website <https://internetowykantor.pl/kontakt/>, when the Operator is buying and selling currencies.

**AUTO-APPROVAL FUNCTION** – an option that allows currency exchanges to be made without having to approve the Transaction on the User Account.

**ACCESS PASSWORD** – a string of characters used by the User to access the User Account while identifying the User. The technical requirements for the Access Password, in particular its length and complexity, are indicated on the Website at the time of setting the said Password.

**BIOMETRIC IDENTIFIER** – created in the mobile device on which the Mobile App has been installed and activated and digitally stored user key of this device, generated for one specific biometric feature of the user and corresponding to a unique code created by the Operator. The unique code is permanently linked to the User Login. This code is created when the User accepts the authentication method using the biometric identifier,

**PAYMENT CARD** – a card enabling the initiation of a payment order, related to the Top-up Service, through the Top-up Acceptor or the Top-up Settlement Agent, accepted by the Top-up Acceptor for the receipt by the Top-up Acceptor of funds to be exchanged. The Payment Card may only be assigned to one User Account of its owner. The Operator does not ensure that all types of payment cards may be used, and information on the types of payment cards accepted is available on the Website, with the Operator as the Top-up Acceptor only accepting such payment cards as the Top-up Settlement Agent accepts as admissible (i.e. supported).

**PIN CODE** – a sequence of digits used by the User to access the User Account in the Mobile App while identifying the User.

**CONSUMER** – a natural person making a legal transaction not directly related to their economic or professional activity.

**ACCOUNT or USER ACCOUNT** – an individual account assigned to each User on the Website, whose functionalities allow using the services described herein.

**LANDING PAGE** – the Operator's webpage containing a registration form, which enables registration on the Website.

**LOGIN** – the User's identifier on the Website, in particular used when logging in on the Website; the current E-mail Address is always used as the Login, with the first Login being the E-mail Address provided and confirmed during the registration procedure in accordance with § 2 Sec. 4; an exception is the first login to the Website using the mobile channel, where the Login is not used.

**MOBILE AUTHORISATION** – a function of the Mobile App that enables the authorisation of operations performed on the Website by means of the PIN Code or Biometric Identifier.

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**TELEPHONE NUMBER** – the User's telephone number provided and confirmed during the registration procedure in accordance with §2 Sec. 7(2)(E)(1), as well as any replacement telephone number of the User, changed in accordance with §10 Sec. 8.

**OPERATOR** – Currency One Spółka Akcyjna, with its registered office in Poznań, ul. Szyperska 14, 61- 754 Poznań, entered into 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, share capital: PLN 3,450,000 (fully paid up), being the provider of the services described herein.

**POLITICALLY EXPOSED PERSON** – an individual holding such a position within the meaning of the AML Regulations.

**CONFIRMATION OF TRANSACTION** – proof of purchase/sale of currencies in the form of a bill, available for download in the User Account and sent electronically (in the form of a link) to the E-mail Address.

**ANTI-MONEY LAUNDERING REGULATIONS** – current legislation governing anti-money laundering and counter-terrorist financing, in particular the Polish Act of 1 March 2018 on anti-money laundering and counter-terrorist financing (Polish Journal of Laws 2018, item 723).

**BANK ACCOUNT** – a bank account maintained in accordance with generally applicable legislation.

**USER BANK ACCOUNT** – the Bank Account whose holder is the User.

**TERM OF SERVICE (ToS)** – these Terms of Service of InternetowyKantor.pl.

**GDPR – REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL** of 27 April 2016 on the protection of natural persons with regard to

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the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

**WEBSITE** – the Operator's Internet platform available in the domain <https://internetowykantor.pl> or via the Mobile App, being part of the ICT System and including but not limited to the use of the online currency exchange service, whose terms and conditions are set out herein. The Operator's online platform indicated in the previous sentence is primarily accessible via a web browser meeting the requirements referred to in §1 Sec. 8(3), and also, with possible limitations, via the dedicated Mobile App.

**SHA** – shared costs, an option to choose when sending a foreign currency transfer, where each party pays the fees to its bank and any costs of intermediary banks reduce the amount the recipient receives.

**OUR** – costs are covered by the sender, an option to be selected when sending a foreign currency transfer, where the sender pays both the fees to their bank and any costs of intermediary banks.

**ICT SYSTEM** – a set of interconnected devices ensuring the processing and storage, as well as the sending and receiving of data via telecommunications networks by means of a terminal device proper for a specific type of network, within the meaning of the Polish Telecommunications Law of 21 July 2000 (Polish Journal of Laws of 2017004 No. 171, item 198070, as amended), used by the Operator in order to provide the services described herein.

**TABLE OF FEES AND COMMISSIONS** – a table of fees and commissions charged by the Operator for service provision, forming an integral part hereof (the last section of the document).

**CURRENCY EXCHANGE TRANSACTION** – the performance of a Currency Exchange Order by the Operator, resulting in: the receipt by the Operator from the User of a monetary amount in the source currency (to be exchanged), the exchange of

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the source currency amount into the target currency amount at the Currency Exchange Rate, and the payment to that User of the exchanged monetary amount in the target currency.

**AGREEMENT** – the agreement for the provision of electronic currency exchange services within the functionality of the Account, entered into by and between the Operator and the User pursuant to the registration procedure on the Website. The Agreement is entered into upon creating the Account. Under the Agreement, the User using the functionality of the Account may conduct individual currency exchange transactions

**TOP-UP SERVICE** – a payment service consisting in the transfer to the Operator of funds transferred by the User, provided by the Top-up Settlement Agent, accepting payments via Payment Cards, as well as other payment methods accepted by the Top-up Acceptor. Information on Top-up Settlement Agents is available on the Website.

**ADDITIONAL SERVICES** – services offered to the User as part of the functionality of the Account, other than the basic services related to the placement and performance of orders for currency exchange transactions.

**POLISH ACT ON SERVICES PROVISION BY ELECTRONIC means** – Polish Act of 18 July 2002 on the provision of services by electronic means (i.e. Polish Journal of Laws 2016, item 1030, as amended).

**USER** – a person who has registered on the Website and entered into the Agreement with the Operator. The User may only be a natural person of full legal capacity, a legal person or an organisational unit without legal personality; however, the User may acquire rights and incur obligations of their own accord and hold a Bank Account.

**EXTERNAL PAYMENT INSTRUMENT** – a payment instrument within the meaning of the Polish Payment Services Act, being a payment instrument other than a payment instrument that may be issued to the User by the Operator as part of the Additional

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Services, i.e. being a payment instrument issued to the User by a third-party payment service provider, accepted by the Top-up Settlement Agent.

## General provisions

### §1. Scope of the Website Services and their provision

1. The Website is provided in Polish. The Operator communicates with Users in Polish.
2. The User may communicate with the Operator, unless specific provisions hereof state otherwise, using the following means:
  1. by e-mail to: [biuro@internetowykantor.pl](mailto:biuro@internetowykantor.pl),
  2. electronically by means of the relevant functionalities of the Website or the Account,
  3. by telephone at the telephone number and during the operating hours of the Customer Service indicated on the Website at <https://internetowykantor.pl/kontakt/>,
  4. in writing at the following address: Currency One S.A. ul. Szyperska 14, 61- 754 Poznań.
3. Unless specific provisions hereof state otherwise, the Operator communicates with the User electronically (by e-mail to the E-mail Address, via the functionality of the Account or Mobile App), by telephone or in writing.
4. The Operator provides the currency exchange service indicated on the Website. The Service provided hereunder, as specified exclusively herein, in order to distinguish it from the Additional Services, constitutes the Basic Service. The exchange of currencies occurs via Bank Accounts and, additionally, may take place using the Top- up Service.
5. The Operator may provide Additional Services related to currency exchange on the Website, including payment services related to the transfer of funds from currency exchange to a third party designated by the User or services introducing additional functionality to the basic service. The use of Additional Services may require the User's prior acceptance of the relevant terms of service or entering into

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agreements to specify the type, scope and terms and conditions of such Additional Services.

6. Additional Services related to currency exchange on the Website, including payment services related to the transfer of funds from currency exchange to a third party designated by the User, are provided on Business Days during the hours indicated on the Website or specified in separate terms of service.
7. The User Account created as a result of the User's registration on the Website may be used to enter into agreements for Additional Services as referred to in §1 Sec. 5.
8. In order to use the Website correctly, the following are required:
  1. a personal computer or mobile device with access to the Internet,
  2. an operating system with a graphical user interface, e.g. Windows (8 or newer), Mac OS, Linux, or an Android (6.0 or newer) or iOS (12 or newer) phone with access to the Internet,
  3. a web browser in the latest version that supports encrypted SSL connections, JavaScript applications and cookies or a Mobile App,
  4. a PDF reader in order to read documents sent or made available by the Operator in the .pdf format
  5. a telecommunications device (e.g. mobile phone) enabling the use of the telecommunications network, equipped with an active SIM card with a Phone Number assigned to it, for the purpose of confirming instructions placed on the Website with a one-off code sent by the Operator in an SMS message to the Phone Number,
  6. an active, properly configured e-mail account.
9. Due to technological changes, the technical requirements referred to in §1 Sec. 8 may change. In particular, the existing software may be replaced by newer or updated versions. Any and all amendments to the aforementioned requirements constitute an amendment to the ToS and are to be implemented in accordance with the relevant procedure.
10. However, in order to properly use the Website, it is required to have a web browser, as referred to in Paragraph 8(3), which can be used to access the Website in its full version, the Operator also enables access to the Website through a dedicated Mobile App; however, its use is not required to use the Website. At the same time, the Operator informs that, for technological or security reasons, when the User



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accesses the Website via the Mobile App, the set of the Account functionalities available within the Mobile App may vary, and in particular be limited, as regards the functionalities available via a web browser. The situation referred to in the preceding sentence may result in the inability to use selected functionalities of the Website via the Mobile App, which the User will only be able to use via the web browser.

## **§2. User registration and entering into the Agreement**

1. The Agreement is entered into for an unspecified period with no minimum duration.
2. The Agreement is entered into for the provision of the services offered by the Operator on the Website using the functionality of the Website.
3. The Service Agreement with the Operator is entered into when the User completes the registration procedure on the Website.
4. Such registration on the Website requires:
  - A. the potential User's completing the registration form provided on the Website, on the Landing Page or, where this functionality is available, on the Mobile App, by:
    1. providing the E-mail Address to be used by the User to log in to the User Account and to receive messages from the Website;
    2. setting the Access Password for the User to log in to the User Account or – when logging in the Mobile App first v setting an individual PIN Code for each device, which code will be used instead of the Access Password for subsequent logins on a specific device;
  - B. reading and accepting the ToS;
  - C. confirming the E-mail Address referred to in Point 1.A. by receiving the activation e-mail sent to this Address and activating the User Account via the link provided in the content of this e-mail.
5. Pursuant to the Agreement, the User is granted access to the User Account, within which they may, subject to Paragraphs 6 and 7, exchange the currencies indicated on the Website.
6. As the Consumer, the User has the right to withdraw from the Agreement without specifying the reason for doing so within fourteen (14) days from the date of entering into the Agreement, by submitting a written statement of withdrawal to the

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Operator's registered office or electronically by e-mail to [biuro@internetowykantor.pl](mailto:biuro@internetowykantor.pl). In order to meet the deadline referred to in the preceding sentence, it is sufficient to send the declaration before the expiry of this deadline. You can find the model withdrawal form on the Website at: <https://internetowykantor.pl/regulaminy/>. As the Consumer, the User may declare that they agree to use the services prior to the lapse of the said withdrawal period of fourteen days (14). If such a consent is granted and the Operator subsequently provides the service (conducting the currency exchange), the User- Consumer loses the right to withdraw from the Agreement.

7. The use of the services provided by the Operator by the User within the registered Account is possible after the positive verification of the User, in accordance with Paragraphs 8-11, and if the User fulfils all the following conditions combined:
  1. the User conducts the registration in accordance with Paragraph 4(1)-(3).
  2. the User logs into their Account and completes their User Account with the indicated data, including identification data required under the AML Regulations:
    - A. if the User is a natural person:
      1. full name,
      2. nationality,
      3. the Universal Electronic System for Population Registration (Polish: Powszechny Elektroniczny System Ewidencji Ludności – PESEL) number or, if the User has not had a PESEL number assigned, the date of birth,
      4. residential address,
      5. if the User is a self-employed natural person, in addition the full name of the business, the tax identification number (Polish: Numer Identyfikacji Podatkowej – NIP) and the address of the principal place of business.
    - B. if the User who is a legal person or organisational unit without legal personality:
      1. full name of the business activity,
      2. organisational form,
      3. registered or business address

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4. NIP or, in case of no such number, the country of registration, commercial register and registration number and date
    5. identification data referred to in Letters A(1) and (3) above of the person representing that legal person or unincorporated entity
  - C. identity of the Beneficial Owner in the capacity indicated in Letter A(1) and (2) above
  - D. the identity of the person authorised to act on behalf of the User to the extent indicated in Letter A(1) to (4) above,
  - E. other data required by the Operator and necessary for the provision of the services, plus ensuring an adequate security level:
    1. Phone number, which will then be confirmed, used for communication, in particular in relation to the sending of SMS messages by the Operator containing one-time verification codes,
    2. numbers of the Bank Accounts which the User holds and in which the currency exchanges ordered by the User will be conducted.
  3. As for Users acting through a representative, the representative registering on the Website must provide the source of their authorisation (e.g. statutory authorisation, power of attorney) to act for and on behalf of the User concerned.
  4. The Operator may request access to documents confirming the data referred to in Paragraph 7(2)(A)-(E) and Point (3).
  5. The Account is completed with the data referred to in Paragraph (7)(2) via the Operator's online platform available in the domain: <https://internetowykantor.pl> or – if this functionality is active – via the Mobile App.
  8. The Operator verifies the identity of the User, the person authorised to act on their behalf and the Beneficial Owner by confirming the identification data completed in the Account based on a document stating the identity of the natural person, a document containing valid data from an extract from the relevant register or other documents, data or information from a reliable and independent source.
  9. In addition, the Operator performs additional verification of the User's identity by checking the compatibility of the User's data defined in the User Account with the data of the holder of the Bank Account from which the first payment of funds intended for currency exchange was made. From the moment the identity is verified, the User may change the indicated identification data only by contacting
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the Customer Service, unless the functionality of the Account allows the indicated identification data to be changed without contacting the Customer Service.

10. Where a higher risk of money laundering or terrorist financing is identified, as well as in the cases provided for in the AML Regulations, the Operator may apply enhanced financial security measures, including ones related to the identification and verification of the identity of the User, the person authorised to act on behalf of the User and the Beneficial Owner.
11. During the full registration process, the Operator verifies the User by sending a confirmation code to the Telephone Number provided during the data completion process.
12. If the verification referred to in Paragraph 8-11 is not successful, i.e. if it fails to confirm the authenticity and conformity of the data referred to in Paragraph 7, the User may not use the services provided as part of the Account until the authenticity and conformity of such data is confirmed, and the Operator may terminate the Agreement with the User in such a case
13. The transmission of documents required by the Operator, in accordance with the provisions of this paragraph is to be conducted using the tools made available by the Operator on the online platform available in the domain: <https://internetowykantor.pl>, or – if this functionality is activated – on the Mobile App.

### **§3. Proof of purchase and sale**

1. The Operator issues the proof of purchase and sale of currencies to the User after each and every Currency Exchange Transaction made on the Website.
2. The Operator issues the proof of purchase and sale by sending Confirmations of Currency Exchange Transactions electronically. The proof of currency purchase and sale is also available in the User Account.

### **§4. Exchange rates**

1. The Operator provides the current buying and selling rates for currencies within the Website on the page available after logging in to the User Account.
2. The final rate of respective transactions accepted by the User includes:
  1. exchange rates on financial markets,

2. margins charged by the Operator,
3. rebates received by the User in the form of discounts, vouchers or promotional points entitling the User to exchange currencies at a more favourable rate,
4. additional costs (e.g. the transfer cost) expressly accepted by the User each time prior to the transaction.

## **§5. Currency exchange via the Website**

1. The currency exchange service is only available to Users who collectively:
  1. have been positively verified by the Operator in accordance with §2 Sec. 8-11,
  2. have completed the full User Registration, i.e. have met the conditions referred to in §2Sec. 7(1)-(4).
2. If the Operator receives funds from a bank account not defined in the User Account, in particular from a bank account other than the Bank Account, the Operator has the right, no later than fourteen (14) days from the date of receipt of such funds, to return the amount of the received transfer to the bank account from which the transfer was made (source account). The amount of the refund may be reduced by the costs (including intermediary banks' fees) associated with returning the funds to the source account.
3. The submission of Currency Exchange Orders by the User occurs:
  1. via the Website; or
  2. by depositing funds into the Operator's Bank Account with the Auto-Approval Function.
4. The Operator buys and sells currencies on Business Days, provided that the Service may be temporarily unavailable due to maintenance works. The dates on which said maintenance works will be performed and the expected time of their completion will be published on the Website prior to the commencement of such works.
5. Subject to §5a, the deposit of funds consists in transferring funds by the User from the User's Bank Account to the Operator's Bank Account designated by the Operator based on the information provided by the User. Subject to §5a, the User only makes payments via the Bank Accounts defined by the User in the User Account. According to the provisions found in §6, foreign currency transfers should be made with the SHA cost option.

6. The Operator indicates on the Website the list of such countries from which incoming transfers are accepted. The list is available at: <https://internetowykantor.pl/przelewy-do-polski/>. Subject to the last sentence, a change to the above list is not considered a change hereto; however, any such a change will be clearly communicated at: <https://internetowykantor.pl/przelewy-do-polski/> in a manner enabling Users to determine the scope of the change. However, if the change to the list were to occur between the time the User submits the exchange instruction and the time the Operator exchanges the currency, then such a change to the list constitutes a change hereto for the User whose instruction would be affected by the change.
7. The payment made by the User will be credited to the User Account for the amount actually received by the Operator. In particular, the costs for effecting the transfer and any costs charged to the Operator by intermediary banks for the transfer, in accordance with the tariffs of fees and commissions applied by such intermediary banks, will reduce the amount of the deposit.
8. Subject to Paragraph 9, the User has the option of withdrawing funds which they have deposited into the Operator's bank account. The User may give an instruction to withdraw funds until the Currency Exchange Transaction referred to in §5 Sec. 10 has been approved by clicking on the link "Cancel transaction and return funds" or a button of similar meaning and functionality.
9. If the Auto-Approval Function is selected, the exchange may only be cancelled:
  1. for the Auto-Approval in the title of the transfer from the moment the funds are credited to the User Account,
  2. for the Auto-Approval ordered in the panel from the moment it is configured,
  3. until the conditions of this Auto-Approval as referred to in Paragraphs 15 and 16 below have been fulfilled.
10. The User approves the Currency Exchange Transaction by clicking on the buttons used for this purpose, i.e. "Approve transaction," or a button with an analogous meaning and functionality, and then "Approve," which results in the approval of the currency exchange instruction at the exchange rate shown in the dialogue box. An additional condition for the approval of a Currency Exchange Transaction may be the correct application of the authentication code referred to in Paragraph 11 below. Having done that, the User may not cancel the currency exchange instruction.

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11. The approval of a Currency Exchange Transaction may require the use of an authentication code, either by typing in the proper field sent in an SMS message to the User's Telephone Number currently defined on the Website or via Mobile Authentication – when this functionality is available. Using such a code, the Operator may also allow the User to add the Bank Account to the list of Trusted Bank Accounts ("Trusted Account"). The approval of Currency Exchange Transactions resulting in the exchanged funds being credited to the "Trusted Account" may be conducted without entering the authentication code.
12. Prior to approving a Currency Exchange Transaction, the User is notified of the expected date of receipt of said funds. This deadline is dependent on the time taken by the payment service providers supporting the Operator and the User, and in particular the banks, so that the crediting of said funds to the User's target Bank Account by the bank holding this Bank Account may occur later than the expected date indicated by the Operator. The Operator ensures that an order involving the payment of funds to the User is submitted no later than on the next Business Day following the day on which the currency exchange occurred.
13. While ordering a transfer as referred to in Paragraph 5 or later in the Account, the User may use the Auto-Approval Function. This means that by using the proper transfer title, previously generated with the functionality of the Website, or by using the proper functionality of the Account after the payment, the funds credited to the User Account, once the conditions specified by the User have been fulfilled, will be automatically converted and sent to the User's defined Bank Account. Such funds deposited by the User will be converted as soon as the required conditions are fulfilled during the exchange hours, but not before said funds have been credited to the User Account.
- 13a. As part of the use of the Auto-Approval Function, the User may specify that Currency Exchange Transactions with the parameters set in this manner will recur (be cyclical). This will provide the User with the transfer title data. This title will be reusable for subsequent deposits intended for the entering into subsequent cyclical Currency Exchange Transactions as part of the Auto-Approval Function.
- 13b. If the transfer title is generated within the functionality of the Website for the purpose of cyclical use of the Auto-Approval Function, the User may use the functionality referred to in Paragraph 22.
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- 13c. In the event that the User makes a payment with the Auto-Approval Function before or after the dates defined within the scheduled subsequent cyclical transactions referred to in Paragraph 13d, the Currency Exchange Transaction resulting from the transfer title will not be performed automatically. The User may then either approve the exchange themselves or withdraw the funds in accordance with Paragraphs 8 and 9.
- 13d. When scheduling recurring Currency Exchange Transactions, the User indicates the day of the calendar month on which they would like to receive the funds resulting from the completed Currency Exchange Transaction at the latest. On the basis of this date, the Operator determines the relevant date prior to this date on which it will await payment with the Auto-Approval Function. The Operator announces this date in the course of scheduling Cyclic Transactions. If there is no day corresponding to the day referred to in the first sentence in a calendar month, the last day of that month is deemed such a day in that month. If the day referred to in the first sentence is not a Business Day in a calendar month, the Cyclic Transaction will be performed at the latest on the Business Day preceding that day. In such a case, the deadline by which the User should make the payment with the Auto-Approval Function may be extended for the period preceding that day, and the Operator notifies the User of such an extension by means of the notifications referred to in Paragraph 22.
- 13e. The scheduling of subsequent cyclical Transactions referred to in Paragraph 13a may be limited to selected currencies only.
14. If – in the Auto-Approval Function – the expected rate is not reached within the timeframe indicated by the User, the transaction will be automatically approved on the next Business Day. This transaction will be approved at the current rate at the beginning of that day. In the case of Auto-Approval under the cyclical exchange option, Paragraph 15 below applies accordingly.
15. If the funds deposited by the User for currency exchange within the Auto-Approval Function are not sufficient, the transaction will not be completed automatically. The User may then either approve the exchange themselves or withdraw the funds in accordance with Paragraphs 8 and 9.



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16. In order for the settlement of a transaction in the Auto-Approval Function mode to proceed correctly, when making a payment, the User must enter the title of the transfer generated by the Website.
- 16a. As for an exchange transaction in the Auto-Approval Function mode "When the rate is no worse than...", the exchange at the selected rate will take place when the buy/sell rate on the Website reaches the value specified by the User when ordering the transaction. If the User has rebates in the form of discounts, vouchers or promotional points entitling them to exchange currencies at a more favourable rate, the granted discounts will be included in the transaction only when the buy/sell rate on the Website reaches the value specified by the User. This means that the exchange will actually occur at an even more favourable rate for the User – a lower rate when buying and a higher rate when selling the currency. Any fees (for returning the return transfer) will also be added to the course.
17. Upon the completion of the Currency Exchange Transaction, the User will receive an e-mail to the E-mail Address stating that the Transaction has been completed and the Transaction Confirmation.
18. If the User submits an instruction to exchange a part of the money credited to the User Account, the remaining (not exchanged) part of the money, originating from this payment, is subject to return to the Bank Account from which the User made the payment to the Operator.
19. An outgoing foreign currency transfer to the User to a Bank Account in a bank where the Operator does not have a corresponding foreign currency account is sent in the SHA option. Information on the banks with which the Operator has Bank Accounts can be found on the pages of the Website. The amount of fees and costs included in the transaction rate referred to in §4 Sec. 2 is indicated in the Table of Fees and Commissions, which is an integral part hereof. In order to avoid having to cover potential costs of intermediary banks, the User has the option of selecting the OUR transfer option, which in this case replaces SHA. The OUR transfer option is available under the terms and conditions described in the Table of Fees and Commissions.
20. In order to enable the User to transfer funds from the currency exchange on the Website to the Bank Account of a third party, the Operator provides, as part of the Additional Services, the payment services specified herein for the provision of

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payment services available at: <https://internetowykantor.pl/regulamin-uslug-platniczych/>. The User's use of the Additional Service in the form of payment services requires entering into a separate agreement for the provision of payment services meeting the conditions provided for in the terms of service referred to in the preceding sentence. In the absence of such an agreement, funds from the currency exchange on the Website may only be paid out to the User's Bank Account.

21. The Operator would like to explain that the User making a payment to the Operator's Bank Account for the currency exchange purposes should not use the split payment mechanism referred to in Article 108a et seq. of the Polish Act of 11 March 2004 on Value Added Tax ("split payment") when making such a payment, as this will prevent the provision of the service. Should the User use this option, the Operator reserves the right not to accept such a payment and to refuse to perform the currency exchange service. Currency One SA ul. Szyperska 14, 61-754 Poznań NIP: 7831684097 Should the Operator not accept the payment, it will be returned using the split payment option (SHA) to the User's Bank Account no later than within fourteen (14) days.
22. As part of the Website functionality, when approving a Currency Exchange Order or when generating a transfer title for the cyclical use of the Auto-Approval Function, the User may schedule future cyclical transactions in their Account with parameters corresponding to the approved Currency Exchange Order or Currency Exchange Order for which the back of the transfer is generated for the Auto-Approval Function. In this case, the Website will, depending on the current available functionalities, send the User periodic notifications by E-mail or Push Notifications, 1 Business Day before the day on which the User should make the next payment for the performance of the next scheduled Currency Exchange Order.
23. In the event that, when approving a Currency Exchange Transaction, the User schedules future cyclical transactions with parameters corresponding to the approved Currency Exchange Transaction, and the approval of the cyclicity of such Transactions is authenticated by an additional authentication code, subsequent cyclical Currency Exchange Transactions do not need to be approved again.

24. In the case of the transactions referred to in Paragraph 22, defined as regards the generation of a transfer title for the cyclical use of the Auto-Approval Function, the Operator may include in the content of the notification such information as may be necessary for the performance of the next Currency Exchange Transaction with the Auto-Approval Function in this cycle, and in particular information on this transfer title and the Operator's bank account to which the designated monetary amount should be paid.

### **§5a. Top-up services – special provisions**

1. The payment of funds from the User to the Operator for the performance of a Currency Exchange Transaction may also be made using the Top-up Service, provided that such a functionality is made available in the Account, commencing from the time it is made available, under the terms and conditions described in this paragraph.
2. The deposit with the Top-up Service is conducted as follows.
  1. Once the User has been notified, in the procedure for submitting a currency exchange instruction, of the amount of the source currency, together with the applicable commissions and fees, to be transferred to the Operator for the purpose of performing this currency exchange instruction, in accordance with §5 Sec. 8, they may, using the relevant functionality, express their wish to use the Top-up Service to transfer this amount to the Operator
  2. once the User has expressed their wish to use the Top-up Service, they are redirected to the page of the Top-up Settlement Agent where they have the option to select an 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 Point 2, where they authorise the payment order for the transfer of funds initiated within the Top-up Service;
  4. upon the receipt of the funds as a result of the payment order referred to in Point 3 above, the Top-up Settlement Agent notifies the Operator, as the Top-up Acceptor, of the receipt of the funds and makes the funds available to the Operator;

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5. upon the receipt of the confirmation referred to in Point 4 above, the Operator records this payment in the User Account pursuant to §5 Sec. 7 and, subject to the approval of the currency exchange order instruction, proceeds to implement such an instruction.
  3. The Operator is not the provider of the Top-Up Service, yet acts as the Top-Up Acceptor, i.e. the recipient of the money transfer, as part of the provision of this service.
  4. As part of the Top-up Service, the User may use the payment methods (and associated External Payment Instruments) that the Top-up Settlement Agent accepts. In particular, these methods include credit transfers, including pay-by-link, and payment cards; although they may also include other payment methods (e.g. BLIK, Google Pay or Apple Pay). A detailed list of the payment methods and payment service providers issuing External Payment Instruments currently accepted by the Top-up Settlement Agent may be consulted by the User on the Website or, when initiating a payment order as part of the Top-up Service, on the page referred to in Paragraph 2(2).
  5. The Top-up Settlement 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 Top-up Settlement Agent. The Operator is not the beneficiary of this fee, which is due solely to the Top-up Settlement Agent.
  6. If the Operator, as the Top-up Acceptor, demands a fee for the use of the External Payment Instrument in question or offers a discount in relation to the use thereof, then the Operator is obliged to notify the User of the fact before initiating the Top - up Service.
  7. The Operator reserves the right not to accept, for valid reasons, a payment of funds to be made as a result of a money transfer within the scope of the Top-up Service. This is the case, in particular, if the procedures used by the Operator in relation to the provision of services indicate a risk that such a payment is linked to:
    1. fraudulent transactions,
    2. money laundering,
    3. terrorist financing,

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4. where there is reasonable doubt as to the ownership of the External Payment Instrument, including the Payment Card, used by the User within the framework of the Top-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.
- 7b. In the cases referred to in Paragraph 7, the Operator may also decide to exclude the functionality of the Top-up Service in whole or in part (i.e. within the framework of specific payment methods).
8. In the situation referred to in Paragraph 7 above, the Operator immediately returns the amount paid in a manner corresponding to the method of making the payment for the Top-up Service. The Top-up Settlement Agent may charge the fee referred to in Paragraph 6 irrespective of the acceptance or non-acceptance of the payment by the Operator.
  9. Notwithstanding Paragraph 7 above, the Top-up Settlement Agent may also refuse to make a payment transaction for reasons specified and indicated by it. In this case, the Top-up Settlement Agent immediately refunds the amount received in the manner arising from its documentation.
  10. The provision of the Top-up Service with a Payment Card has a maximum one-off limit of EUR 2,500 and a maximum monthly limit of EUR 15,000. As regards 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 Top-up Service. An amendment to the limits referred to in this section constitutes an amendment hereto.
  11. The provision of Paragraph 10 also applies to other payment methods accepted by the Top-up Settlement Agent based on a link to the Payment Card, such as Google Pay or Apple Pay. The limits indicated in Paragraph 10 are calculated jointly for all those payment methods referred to in Paragraphs 10 and 11.
  12. The provisions of Paragraphs 10 and 11 also apply to the payment method based on the BLIK payment system, yet with the difference that the transaction limits are respectively: PLN 5,000 for a single payment and PLN 10,000 for a monthly limit.
  13. The Operator may introduce top-up limits that differ from the limits specified by the Top-up Settlement Agent as regards the payment methods it accepts.
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## **§6. User incoming transfer fees**

1. When transferring funds to the Operator, the User should do so in the SHA (shared costs) option.
2. In the event of non-compliance with the procedure referred to in §6 Sec. 1 and in the case of foreign currency transfers, especially foreign currency transfers, banks and intermediary banks may charge a fee in accordance with their tables of fees and commissions. In such a situation, the Operator will credit the User Account with the amount actually received less the fees and commissions charged by the bank.

## **Obligations of the Operator and Users pursuant to the AML Regulations**

### **§7. Registration**

1. The User is obliged to provide complete and truthful data at the time of Registration, as referred to in §2 Sec. 7(2); the User is fully liable for the truthfulness of this data and is obliged to update it each time the said data changes.
2. The Operator stipulates that irrespective of the verification of the User's identity referred to in § 2 Sec. 8-11, the consistency is verified of the User's personal data defined in the User Account with the data of the holder of the Bank Account from which each successive payment of funds intended for currency exchange is made.
3. In case of reasonable doubts as to the authenticity or timeliness of the data provided by the User, the Operator may require the data to be supplemented, as well as the presentation of relevant documents confirming the data provided, and suspend the provision of the service to the User until the matter is clarified.
4. If the Operator finds a discrepancy between the data entered by the User during the Registration procedure and the data of the holder of the Bank Account from which the funds intended for currency exchange were deposited, or with the data from the documents obtained by the Operator, the Operator is entitled to correct the User's data, provided that the discrepancy results from an obvious mistake, in particular from an obvious typing mistake or the use of an obviously mistaken

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abbreviation. The User will be notified of such a correction by an e-mail sent to the current E-mail Address.

5. Each User Account may have only one owner, whereby the User acting through a representative may only appoint one representative for a specific User Account. Subject to the last sentence of this paragraph, each User may only have one Account on the Website. The User may not transfer the User Account to other persons or make the User Account available to third parties. The Operator is entitled to delete User Accounts created or used in violation of the rules provided for in the preceding sentences. As an exception to the rule of having one account, the Operator allows the User who is a natural person to have two separate Accounts, one as a Consumer and the other as an Entrepreneur.
6. The Operator explains that it is legally obliged to determine whether the User or its Beneficial Owner is a Person Holding an Exposed Political Position. With this end in, the Operator, inter alia, accepts from the User a declaration in written or documentary form, including electronic form, in which the User or their Beneficial Owner states that they are or are not a person occupying such a position, made under the penalty of criminal liability for making a false declaration. The declarant is obliged to include the clause: "I am aware of the criminal liability for making a false declaration" .
7. The Provider's provision of the service referred to herein to a Person Holding an Exposed Political Position is subject to the prior approval of the Provider's management, as required under the AML Regulations. The submission of documents and explanations is also required, which involves the Operator taking appropriate measures to establish the source of the User's assets and the source of the assets at the User's disposal in the course of maintaining business relations or carrying out transactions.
8. The Operator reserves the right to request additional information, apart from that specified in § 2 Sec. 7(2)(C), information concerning the Beneficial Owner required by the AML Regulations.
9. The Operator is entitled to request additional documents confirming changes to the data reported by the User. If the requested documents are not provided, the Operator may refuse to update the data.



## §8. Currency exchange service

1. In cases required by generally applicable legal provisions, including the AML Regulations, notwithstanding the provisions of §7 Sec. 3, the Operator has the right to request additional explanations, information and documents from the User.
2. The Operator may be obliged to suspend or refuse the performance of a transaction, also without indicating the reasons to the User, if this is due to procedures under the AML Regulations or other generally applicable legal provisions.

## Security

### §9. Personal data

1. The Controller of the personal data collected and further processed in relation to entering into the Agreement and service provision, 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, entered into the register of entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8yh Commercial Division of the National Court Register under KRS: 0000402723, NIP: 7831684097, REGON: 301920555.
2. In relation to the provision of currency exchange services on the Website, the Operator processes personal data of Users. Data processing is conducted in accordance with legal provisions, in particular the provisions of the GDPR.
3. Detailed information on personal data processing, including obligations and rights related to the collection and processing of personal data, is contained in the information on the Website: <https://internetowykantor.pl/polityka-prywatnosci/>.
4. Telephone calls made by the User to the Customer Service may be recorded and archived. The Operator does not make the recordings available. 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.



## §10. Security while using of the Website

1. The Access Password must consist of at least eight (8) characters. The other technical requirements for the Access Password, in particular its length and complexity, are indicated on the Website at the time of setting the said Password.
2. The Operator does not request the User to provide the Access Password or PIN Code, and the User is not obliged to provide the Access Password or PIN Code to the Operator.
3. In the event of losing the Access Password or PIN Code, the Operator will enable the User, via the Website or by contacting the Customer Service, to block the lost Access Password or PIN Code and, via the Website only, to establish a new Access Password or PIN Code.
4. The User is obliged to keep the Website Access Password in a safe location and not to make it available to third parties. When using the Mobile App, these obligations also apply to the PIN Code.
5. The Operator may impose additional requirements on the security level of the Access Password, in particular its complexity and validity period.
6. The submission of certain instructions by the User on the Website, in particular ones related to the protection of the User Account, performance of transactions, making changes to data or to the Bank Account, may require additional confirmation by means of an authentication code, sent in an SMS message to the Telephone Number currently defined on the Website or via Mobile Authorisation – if this functionality is available
7. The Operator reserves the right to enforce a change of the access password from the User, if the User uses the same access password for a longer period than foreseen by the Operator's security standards.
8. After full registration on the Website, i.e. having fulfilled the conditions referred to in §2 Sec. 7(1)-(4), the User may change the E-mail Address, Access Password or Telephone Number using the functionalities made available on the Website. These changes may require the authentication code provided to the User in an SMS message sent to the existing Telephone Number or confirmation with Mobile Authentication, where this functionality is available; a change of E-mail Address

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and a change of Telephone Number also require the confirmation of the new E-mail Address or the new Telephone Number in each case.

9. The User's login to the Website occurs by authenticating the User via:
1. web browser, which consists in:
    - A. providing the correct Login,
    - B. providing the Access Password,
    - C. providing a proper authentication code, if required under law or for security reasons;
  2. or Mobile App, which consists in:
    - A. providing the correct Login, if this is the first login on the device in question
    - B. providing the Access Password, if this is the first login on the device in question, or a predefined PIN Code; if the Mobile App is installed on a mobile device equipped with a Biometric Feature Reader, subsequent logins in may be made using the Biometric Identifier if the User has selected this authentication method in the User Account settings instead of the PIN Code,
    - C. using (providing/applying) a proper authentication code, if required under law or for security reasons.
10. The authentication code referred to in Paragraph 9(1)(C) and (2)(C) 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 User's Telephone Number or the Mobile Authorisation process – when this functionality is available. This code has a designated 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 Authorisation.

## **Final provisions**

### **§11. Acceptance of the Terms of Service**

1. The acceptance hereof by the User is equivalent to the User making the representations that:

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1. they have had the opportunity to read the ToS, including the Table of Fees and Commissions forming an integral part hereof, prior to accepting the ToS and entering into the Agreement, and that they have read the ToS and accept all of the provisions contained herein, including the Table of Fees and Commissions forming an integral part hereof, and agree to the arrangements arising herefrom;
  2. they voluntarily begin to use the Website;
  3. such information as may be provided in the registration form and the data contained in the User Account during use of the Website is correct and lawful, and in particular it does not infringe the rights of third parties;
  4. they have familiarised themselves with the detailed information on personal data processing referred to in §9 Sec. 3, and they voluntarily provide the personal data required by the Operator in order to enter into the Agreement and provide services;
  5. they undertake to use the Website in accordance with its intended purpose and the ToS.
2. Furthermore, irrespective of the acceptance hereof, by registering the Account, the User may consent to receive commercial information by electronic means, even after the termination of the Agreement, which consent may be withdrawn at any time. The consent is voluntary and failure to give it does not result in any negative consequences for the User.
  3. During the registration procedure, the User may also be asked to grant other consents as regards the processing of their personal data. Granting such consents is entirely voluntary, while failure to do so does not result in any negative consequences for the User. If any of said consents are granted, the User has the right to withdraw them at any time.

## §12. Complaints

1. The User may submit objections as regards the services provided by the Operator or its activities, hereinafter referred to as a complaint, in the following forms:
  - a) 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.
  - b) orally – by telephone at (+48) 61 250 45 65 | (+48) 61 646 06 00 or in person for the record at the address indicated in Point 1.1 above

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- c) in electronic form – by e-mail to: [biuro@internetowykantor.pl](mailto:biuro@internetowykantor.pl) or by electronic contact form available on the Website at <https://www.internetowykantor.pl/kontakt/>.
2. The complaint may be submitted by an attorney. As the reply to the complaint may contain information being professional secret, the signature of the person granting the power of attorney should be duly certified and a clause should be included in such a power of attorney 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:
    - a) indication of the reason for the complaint;
    - b) identification of the entities involved in the transaction;
    - c) detailed description of the incident;
    - d) transaction number;
    - e) amount of the transaction;
    - f) transaction title,
    - g) transaction date,
    - h) name of the bank and account number, including the Bank Account number, to which the transaction is linked (if applicable).
  4. The complaint may also be lodged by a potential User who has been refused service provision. Such a complaint may be submitted in the form referred to in Point 1. Whenever the User is referred to in Points 6-13, 16-18, this is to be construed as the potential User. A complaint related to the potential User should specify:
    - a) full name, and – in the case of a legal person or organisational unit without legal personality – name of the potential User;
    - b) description of the incident and the grounds for the complaint;
    - c) 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
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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 timeframe 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 Polish Act of 23 November 2012 – 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, in particular:
  - a) information on the date of the complaint;
  - b) outcome of considering the complaint;
  - c) comprehensive information on the issue reported, indicating the relevant provisions hereof 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;
  - d) identity of the authorised employee representing the Operator, stating their full name and position;
  - e) 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:
  - a) reasons in fact and in law, unless this is not required by the nature of the claims raised;
  - b) 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.

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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 a third party of an obligation on behalf of the User in relation to which the User has made an instruction on the Website.
  14. Once the complaint procedure has been exhausted, the dispute between the complainant and the Operator may be resolved through out-of-court dispute resolution proceedings between the customer and the financial market operator:
    - a) 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;
    - b) 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)), if the Financial Supervision Authority considers that the subject matter of the dispute falls within its competence.
  15. The User of the Additional Services being payment services 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 Point 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
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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. Being 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 the dispute resolution procedure, can be found at: [https://uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php).
18. The User may also 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. 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.
20. The Operator is not be liable, except as indicated herein, for:
  - a) damages resulting from the performance of currency exchange orders in accordance with their contents,
  - b) User's use of the Top-Up Service if, under specific circumstances, the User, the Top-Up Settlement Agent or the payment service provider providing the External Payment Instrument used in the Top-Up Service is liable,
  - c) non-performance or improper performance of obligations as regards the ordered Currency Exchange Transactions 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 herein,

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- d) non-performance or improper performance of an obligation for reasons attributable to third parties for whose actions the Operator is not liable,
  - e) damages resulting from the refusal to accept an exchange instruction due to the User's breach hereof,
  - f) potentially lost benefits related to the unavailability of the Service caused by a breakdown or maintenance works,
  - g) acts, omissions and events where the Operator is not liable in accordance with the other provisions hereof.

### **§13. Final provisions**

1. The User is prohibited from providing unlawful contents to the Website.
2. The User has the right to terminate the Agreement without notice. The User may terminate the Agreement by:
  1. deleting the User Account in accordance with the functionality made available in this Account;
  2. or by making a declaration in documentary form, which should be sent from the E-mail Address defined in the User Account to: [biuro@internetowykantor.pl](mailto:biuro@internetowykantor.pl).
  3. or by submitting a declaration in writing to the Operator's registered address.
3. The Agreement will be terminated upon receipt by the Operator of the User's declaration, with the stipulation that if the declaration is submitted by e-mail after the Customer Service's opening hours, the time of submission is deemed to be the next business day on which the Customer Service has the opportunity to review the declaration. In the event that the User has transactions pending approval, the Agreement will be terminated having completed all such transactions.
4. The Operator reserves the right to amend the ToS under the following circumstances:
  1. change to the scope, form, functionality or operation of the services on offer
  2. introduction to the Operator's offer or withdrawal of services or products from the Operator's range,
  3. change in legislation that affects service provision by the Operator,
  4. issuing guidelines, recommendations, decisions, recommendations or court rulings affecting the mutual rights and obligations of the contracting parties,
  5. necessity of improving the safety or accessibility of the services provided



6. necessity clarifying the provisions hereof,
  7. changes related to technological progress.
5. The User will be notified by the Operator of any change hereto at least fourteen (14) days in advance by means of an e-mail sent to the E-mail Address assigned to a specific User Account, as well as by a message on the Website.
6. If the User does not object to amendments hereto prior to the proposed effective date, it is deemed that the User has agreed to the amendments. The User has the right, prior to the proposed effective date of the changes, to terminate the Agreement with immediate effect without charge. In the event that the User objects as referred to in the first sentence but does not terminate the Agreement, the Agreement is terminated on the day before the effective date of the proposed changes.
7. The amendment becomes effective on the date specified by the Operator, no shorter than fourteen (14) days from the date the Operator makes the amended ToS available, with the stipulation that transactions commenced prior to the entry into force of the amendments hereto are to be conducted in accordance with the existing rules.
8. For valid reasons, the Agreement may be terminated by the Operator at seven (7) days' notice.
9. Valid reasons justifying the termination of the Agreement by notice by the Operator include the occurrence of any of the following circumstances:
1. The Operator determines that the User is using the Operator's service in violation hereof or in a manner contrary to applicable legal provisions,
  2. in spite of the Operator's request referred to in §7 Sec. 3, the User fails to supplement the data and to submit relevant documents to confirm such data provided,
  3. a situation occurs as referred to in §2 Sec. 12,
  4. The User performs actions aimed at gaining unauthorised access to the Operator's ICT System, in particular by breaking through the security measures,
  5. law requires the termination of the relationship with the User,
  6. it is necessary to terminate the cooperation with the User based on guidelines or recommendations of state authorities,

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7. The Operator is unable to apply one of the financial security measures required by the AML Regulations.
  10. In the event that the Operator becomes aware of the User's use of the service contrary to the Terms of Service or applicable legal provisions, and in the event that the Operator gains a reasonable suspicion in this respect, the Operator has the right to immediately cease providing services to that User, block the User Account and terminate the Agreement with immediate effect.
  11.
    1. The Operator may also terminate the Agreement in cases where:
      - A. the Operator ascertains that the User has not logged on the Website for at least two (2) years or has not performed any Transaction not requiring a logging in as referred to in §5 Sec. 13 throughout this period or has not used the Top-Up Service;
      - B. or if – having sent any of the messages stipulated herein to the User's E- mail Address – the Operator receives a return message indicating that this E-mail Address is inactive or no longer exists, and at least six (6) months have lapsed since the User last logged on the Website or since the last Transaction performed by the User without logging in, i.e. in accordance with §5 Sec. 13, or since the last Top-up Service.
    2. Before exercising the right of termination for the reasons indicated in Point 1 above, the Operator is obliged to notify the User of its intention to terminate the Agreement as follows:
      - A. in the case referred to in Point 1(A) above, the Operator will send a notice to the User's 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 Point 1(B) above, then the Operator will make the notification as described in Letter (B) below;
      - B. in the case referred to in Point 1(B) above, and also in the case referred to in the second sentence of Letter A 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.
    3. The Operator will be entitled to terminate the Agreement after the expiry of (thirty) 30 days from the date of sending the message referred to in Point 2(A)
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or (B) above, unless, prior to the expiry of this period, the User logs in to the Service or performs a Transaction that does not require logging in, as referred to in §5 Sec. 13, or uses the Top-up Service, and in the case referred to in Point 1(B) above, in addition, they also change the inactive E-mail Address to a new E-mail Address in accordance with §10 Sec. 8.

12. In the event the Agreement is terminated, any monies derived from currency exchanges or deposits not used for currency exchanges will be promptly paid to the User's relevant Bank Accounts, subject to the provisions hereof related to the prior verification of such accounts and subject to the Operator's being required to withhold such monies in accordance with legal provisions.
13. All transactions are performed by the Operator as soon as the funds are credited to the Operator's Bank Account and an instruction is given by the User. In the event that the crediting of funds to the Operator's Bank Account occurs prior to the completion of the verification referred to in §2 Sec. 12 or §7 Sec. 2, the funds paid by the User are deemed credited at the time of the completion of such verification. The User acknowledges that there may be delays on the part of banks and other payment service providers processing transactions, in particular delays due to the failure of payment systems. In such cases, transactions will be processed by the Operator as soon as the failure has been rectified by the banks or other payment service providers.
14. The Agreement entered into by and between the User and the Operator, whose subject are the services provided by the Operator as part of the Website under the terms and conditions specified herein, is to be governed by Polish law. Any disputes related to these services will be settled by the competent Polish common courts. This is The English version of ToS available in Polish on <https://internetowykantor.pl/regulamin/>. In the event of a discrepancy between the language versions, the version in Polish is binding.
15. The User is obliged to notify the Operator immediately of any change in the contact details previously provided to the Operator, in particular address details, Telephone Number or E-mail Address.

# Table of Fees and Commissions

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## 1. General charges

No.	Type of action	Cost for the Customer
1.	Acceptance of a transfer via Internetowykantor.pl	PLN 0
2.	Commission for the conversion of funds at the buying or selling rate	PLN 0
3.	Transaction confirmation statements in electronic form	PLN 0
4.	Blocking and unblocking access to the Website	PLN 0

## 2. Fees for withdrawals to Customers' own accounts in PLN, EUR, USD, GBP, CHF

No.	Type of action	Cost for the Customer
1.	Withdrawal by bank transfer in PLN to any bank in Poland	PLN 0
2.	Withdrawal by simple transfer* in PLN to a foreign bank	PLN 10
3.	Withdrawal by accelerated transfer** in PLN to a foreign bank	PLN 20
4.	Withdrawal to the bank where Internetowykantor.pl has an account in a proper currency. The list of the said banks is available at: <a href="https://internetowykantor.pl/jak-to-dziala/banki/">https://internetowykantor.pl/jak-to-dziala/banki/</a>	PLN 0
5.	Withdrawal by SEPA*** transfer in EUR to banks other than the ones listed in Point 2.4	PLN 0

6.	Withdrawal by simple transfer* in USD, CHF, GBP to banks other than the ones listed in Point 2.4	PLN 10
7.	Withdrawal by accelerated transfer** in USD, CHF, GBP to banks other than the ones listed in Point 2.4	PLN 20
8.	Withdrawal by accelerated transfer** with the OUR cost option in EUR, USD, CHF, GBP to banks not located in the EEA or Switzerland The OUR cost option means that no additional costs should be charged by the intermediary banks. The recipient's bank should receive the exact amount indicated.	PLN 80

### 3. Fees for withdrawals to Customers' own accounts in other currencies

No.	Type of action	Cost for the Customer
1.	Sending BGN, CZK, DKK, NOK, SEK, AUD, CAD, HRK, TRY, ZAR, HKD, MXN, NZD, RUB, SGD, RON to the bank in which InternetowyKantor.pl has an account in a proper currency. The list of the said banks is available at: <a href="https://internetowykantor.pl/jak-to-dziala/banki/">https://internetowykantor.pl/jak-to-dziala/banki/</a>	PLN 0
2.	Withdrawal by accelerated transfer** in BGN, CZK, DKK, NOK, SEK to banks other than the ones listed in Point. 3.1	PLN 20
3.	Withdrawal by simple transfer* in AUD, CAD, HRK, TRY, ZAR to banks other than the ones listed in Point. 3.1	PLN 20
4.	Withdrawal by simple transfer* in HKD, MXN, NZD, RUB, SGD to banks other than the ones listed in Point. 3.1	PLN 80
5.	Withdrawal by accelerated transfer** in RON to banks other than the ones listed in Point 3.1	PLN 40
6.	Withdrawal by accelerated transfer** with the OUR cost option in BGN, CZK, DKK, NOK, SEK	PLN 80

The OUR cost option means that no additional costs should be charged by the intermediary banks. The recipient's bank should receive the exact amount indicated.	
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#### 4. Fees for the return of funds

1.	Return of funds to any bank in Poland	PLN 0
2.	Return of funds to a foreign bank	PLN 0
3.	Sending back change from the currency purchase/sale transaction	PLN 0

\*Simple transfer – a transfer made within a maximum of three (3) full business days.

\*\*Accelerated transfer – a transfer made on the same day, by the end of the next business day at the latest

\*\*\*SEPA transfer: a transfer within the Single Euro Payments Area made on the next business day or in two (2) business days at the latest.