

Rules and Regulations of the InternetowyKantor.pl website

General provisions and definitions

§ 1 Introduction

1. These Rules and Regulations (hereinafter referred to as the "Rules and Regulations") define the types, scope and conditions of services related to the Payment Account provided by the Operator to the User using the Website's functionality. This applies to payment services as well as related additional services related to currency exchange.
2. The Rules and Regulations constitute a framework agreement, within the meaning of the Payment Services Act, concluded between the User and the Operator in the manner specified in § 6 and 7 of the Rules and Regulations.
3. The Operator provides payment services and related additional services specified in the Rules and Regulations on the basis of a licence to provide payment services as a domestic payment institution, issued by The Polish Financial Supervision Authority (IP33/2015). The supervisory authority for the Operator is The Polish Financial Supervision Authority.

§ 2 Definitions

All terms written in capital letters shall be understood in accordance with the meanings given to them below:

1. **E-mail Address** – the User's e-mail address provided and confirmed during registration in accordance with § 6 point 4, as well as any e-mail address replacing it as a result of a change made in accordance with § 6 point 11. The current E-mail Address is understood to be the latest version confirmed in accordance with the above provisions.
2. **Topping-Up Paying Agent** – the Operator acting as the Recipient of funds to the extent that the Topping-Up Paying Agent provides the Top-up Service.
3. **Topping-Up Acceptor** – the Operator acting as the Recipient of funds to the extent that the Topping-Up Paying Agent provides the Topping-Up Service.
4. **Mobile Application** – an application installed on a mobile device, in particular a mobile phone, allowing the use of the Website and receiving Push Notifications.

5. **Authorization of the Payment Order** – the User's consent to the execution of a Payment Transaction.
6. **Beneficial Owner** – a natural person exercising direct or indirect control over an entity, as defined in the Act of 1 March 2018 on counteracting money laundering and terrorist financing.
7. **Close associates of a Politically Exposed Person (RCA)** – this means natural persons who have close professional or business relationships with a Politically Exposed Person, as defined in the Act of 1 March 2018 on counteracting money laundering and terrorist financing.
8. **Erroneous Currency** – a situation where the currency of an incoming transfer does not match the currency of the Operator's Bank Account to which the transfer was made. The funds are then posted after the amount has been converted by the Operator's bank into the currency of the Operator's Bank Account at the exchange rate from its bank table.
9. **Customer Service Office** – a unit within the Operator's organisational structure whose task is to provide customer service, including, among other things, providing the User with assistance and information necessary for the performance of the Agreement. It enables contact with the Operator in writing or by telephone during the hours indicated at <https://internetowykantor.pl/kontakt/>.
10. **Family members of Politically Exposed Persons (RCA)** - this means the spouse or partner, children (including their spouses or partners) and parents of that person, in accordance with the Act of 1 March 2018 on counteracting money laundering and terrorist financing."
11. **Biometric Reader** – a function of a mobile device provided by the manufacturer of the device or the software installed on it, designed to read biometric features and store them on the device in order to create a corresponding digital key for the device user.
12. **Recipient's Provider** – depending on the service, this means the bank maintaining the Recipient's Bank Account indicated as the Recipient's account in the Transfer Order concerning the Payment Order.
13. **Business Day** – any day from Monday to Friday, excluding public holidays in Poland, in the country of the currency or in the country where the Recipients' Bank Accounts are maintained.
14. **Access Password** – a string of characters used to identify the User and enable the User to access the User Account. The technical requirements for the Access Password, in particular its length and complexity, are specified by the Website at the time of its creation.
15. **Biometric identifier** – a user key for a mobile device on which the Mobile Application has been installed and activated, 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's Login. This code is created after the User accepts the authentication method using the Biometric identifier.
16. **Payment Instrument** – a set of procedures and functionalities of the Website specified in the Rules and Regulations, enabling the User to submit a Payment Order.
 17. **Payment Card** – a card enabling the initiation of a payment order related to the Top-up Service through a Topping-Up Acceptor or Topping-Up Paying Agent, accepted by the Topping-Up Acceptor in order to receive the funds due to them. A Payment Card may only be assigned to one User Account – its owner. The Operator does not provide the possibility to use all types of payment cards. It only accepts those payment cards that are accepted (i.e. supported) by the Topping-Up Paying Agent.
 18. **PIN code** – a string of digits used to identify the User and to enable the User to access their User Account in the InternetowyKantor.pl Mobile Application.
 19. **Consumer** – a natural person performing a legal transaction not directly related to their business or professional activity.
 20. **User Account** – an individual account assigned to each User on the Website, whose functionalities allow the use of the services described in the Rules and Regulations.
 21. **Exchange Rate** – the exchange rate at which the Base Currency (source currency) is exchanged for the Quote Currency (target currency) or the Quote Currency (target currency) is exchanged for the Base Currency (source currency).
 22. **Order Exchange Rate** – the expected Exchange Rate specified by the person placing the Currency Exchange Order in the parameters of the Currency Exchange Order.
 23. **Currency Exchange Order Amount** – the amount covered by the Currency Exchange Order, expressed in the Base Currency or Quote Currency.
 24. **Landing Page** – the Operator's website containing a registration form enabling registration on the Website.
 25. **Login** – the User's identifier on the Website, used in particular when logging in to the Website. The current E-mail Address is always used as the Login. The exception is the first login to the Website using a mobile channel, where the Login is not used.
 26. **Mobile Authorization** – a function of the Mobile Application enabling the authorisation of operations performed on the Website, including the Authorization of the Payment Order using a PIN code or a Biometric identifier.
 27. **Telephone number** – the User's telephone number provided and confirmed during the fulfilment of the conditions for the entry into force of the Agreement

in accordance with § 7 point 1.4, as well as any telephone number of the User replacing it as a result of a change made in accordance with § 6 point 11.

28. **Recipient** – a natural person, legal person or organisational unit that is not a legal person, to which the Act grants legal capacity, being the recipient of funds constituting the subject of a Payment Transaction. The User may also be the Recipient when they submit a Payment Order to execute a Transfer Order to the Recipient's Bank Account, of which they are the holder.
29. **OUR Cost Option** – a cost option in a Transfer Order, under which the commissions and fees due to the transfer ordering provider and intermediary banks are paid by the person ordering the transfer. The use of this option does not exclude the Recipients from being charged the cost of accepting the transfer by the Recipients' bank, in accordance with that bank's table of fees and commissions.
30. **SHA Cost Option** – a cost option in a Transfer Order, under which the commissions and fees due to the supplier ordering the transfer are paid by the person ordering the transfer, while the Recipient covers any costs of executing the transfer by intermediary banks and the cost of accepting the transfer by the Recipient's bank, in accordance with that bank's table of fees and commissions. As a result, if these costs are incurred, the payment reaches the Recipient in an amount reduced by the aforementioned costs.
31. **Operator** – Currency One Spółka Akcyjna with its registered office in Poznań, ul. Szyperska 14, 61-754 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000402723, NIP 7831684097, REGON 301920555, share capital PLN 3,450,000 (paid in full), e-mail address: biuro@internetowykantor.pl, providing the services described in the Rules and Regulations. The main place of business of the company is the above-mentioned registered office of Currency One S.A., correspondence address: ul. Szyperska 14, 61-754 Poznań.
32. **Politically Exposed Persons** – natural persons holding significant public functions, in accordance with the Act of 1 March 2018 on counteracting money laundering and terrorist financing.
33. **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 Agreement on the European Economic Area.
34. **Currency Pair** – currencies that are the subject of a Currency Exchange Order, referred to as the Base Currency and the Quote Currency.

35. **Payer** – a User who submits a Payment Order for the execution of a Transfer Order to the Recipient's Bank Account; means a payer within the meaning of the Payment Services Act.
36. **Transfer Order** – a payment service consisting in crediting the Recipient's Bank Account, and in the case where a Payment Transaction from a Payment Account is executed by the Operator, acting as the entity maintaining the Payment Account, on the basis of an instruction issued by the User who is the Payer. Transfer Orders are divided into Basic, SEPA, Foreign Currency and Internal Transfer Orders. Basic, SEPA, Foreign Currency and Internal Transfer Orders correspond to the relevant points 2-5 of paragraph 2 of the Regulation and are described in detail in the TOiP, constituting Appendix 1 to these Rules and Regulations.
37. **Internal Transfer Order** – a type of Transfer Order consisting in enabling the transfer of funds between Payment Accounts maintained for different Users by the Operator; Internal Transfer Order is the trade name of the internal transfer order service referred to in § 2(4) of the Regulation. The service will be available from the moment it is technologically launched by the Operator.
38. **Push Notification** – a message sent by the Website to the User using the Mobile Application installed on the User's mobile device.
39. **Instant Transfer** – the trade name of a SEPA Transfer Order executed using the SEPA Instant option.
40. **Bank Account** – a bank account maintained in accordance with generally applicable laws.
41. **Payment Account** – a payment account within the meaning of the Act, maintained by the Operator on behalf of the User, used to execute Payment Transactions.
42. **Rules and Regulations** – these Rules and Regulations of the InternetowyKantor.pl Website.
43. **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 the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
44. **Regulation** – Regulation of the Minister of Development and Finance on the list of representative services related to Payment Accounts of 14 July 2017.
45. **Website** – the Operator's internet platform available at <https://internetowykantor.pl/> or via the InternetowyKantor.pl Mobile Application, which are part of the ICT System, and allowing the User to use the services provided by the Operator electronically.

46. **ICT System** – a set of cooperating devices ensuring the processing and storage, as well as sending and receiving of data via telecommunications networks using a terminal device appropriate for a given type of network within the meaning of the Act of 21 July 2000 Telecommunications Law (Journal of Laws of 2017, item 1907, as amended) used by the Operator to provide the services described in the Rules and Regulations.
47. **Table of Fees and Commissions (also referred to as T&P)** – a table of fees and commissions charged in connection with the provision of services offered by the Operator on the Website, which constitutes an appendix to the Rules and Regulations and is an integral part thereof.
48. **Payment Transaction** – a transfer of funds initiated by the User, using a Payment Instrument, to the Bank Account of the Recipient or the Payment Account of the Recipient who is a User other than the User ordering the Payment Transaction (as part of the Internal Transfer Order service), executed on the basis of a Transfer Order. Each Payment Transaction constitutes an individual payment transaction executed on the basis of a framework agreement within the meaning of the Payment Services Act.
49. **Currency Exchange Transaction** – a Currency Exchange order executed by the Operator, resulting in: the Operator receiving from the User a sum of money in one of the currencies within the Currency Pair on which the exchange takes place, and paying that User the exchanged sum of money in the other currency of the Currency Pair using the Exchange Rate.
50. **Agreement** – an agreement concluded between the Operator and the User as a result of completing the registration process on the Website, on the terms described in § 6 and 7 of the Rules and Regulations, the subject of which is the provision of the services referred to in § 4 to the User.
51. **Top-up Service** – a payment service consisting in crediting the Payment Account with the amount of funds transferred by the User, provided by the Topping-Up Paying Agent, who accepts payments by means of Payment Cards, as well as other payment methods accepted by the Topping-Up Acceptor. Information about Topping-Up Paying Agents is available on the Website.
52. **Gambling Act** – Act of 19 November 2009 on gambling (consolidated text: Journal of Laws of 2020, item 2094, as amended).
53. **Payment Services Act** – Act of 19 August 2011 on payment services (consolidated text: Journal of Laws of 2020, item 794, as amended).
54. **User** – a natural person who is at least 18 years of age and has full legal capacity, a legal person or an organisational unit without legal personality but capable of acquiring rights and incurring obligations on its own behalf, having a Bank Account from which they can make the transfer specified in § 17 point 1.1, which

natural person, legal person or organisational unit has registered on the Website and concluded an Agreement with the Operator, thereby becoming the holder of a Payment Account.

55. **Base Currency** – the currency from the Currency Pair whose unit price is expressed in the Quote Currency.
56. **Quote Currency** – the currency from the Currency Pair in which the price of a unit of the Base Currency is expressed.
57. **Trusted Recipient** – means a Recipient for whom the User has submitted, in accordance with the Rules and Regulations, a statement indicating the addition of such Recipient to the list of trusted Recipients. A Trusted Recipient is identified by the Bank Account number of that Recipient. A Trusted Recipient may also be referred to as a Trusted Account.
58. **Trusted Account** – whenever the Operator's communication with the User, including descriptions of functions on the Website, refers to a Trusted Account, this shall be understood to mean a Trusted Recipient in relation to the designated Bank Account.
59. **External Payment Instrument** – a payment instrument within the meaning of the Payment Services Act, which is a payment instrument other than that referred to in the definition in §13, i.e. a payment instrument issued to the Payer by a payment service provider other than the Operator, accepted by the Topping-Up Paying Agent.
60. **Payment Order** – a statement by the User, addressed to the Operator via the User Account, containing an instruction to execute a Payment Transaction.
61. **Currency Exchange Order** – an instruction to execute a Currency Exchange Transaction submitted by the User via the Website.

§ 3 Availability of the Rules and Regulations

1. The content of the Rules and Regulations is made publicly available on the Website throughout its entire period of validity.
2. The Rules and Regulations referred to in point 1 are made available free of charge, in a manner enabling their content to be obtained, reproduced and recorded using an ICT System.
3. The Rules and Regulations shall be sent to the User's current E-mail Address in the cases specified in the Rules and Regulations, in a format that allows for their storage, access to their content and reproduction in an unaltered form.

§ 4 Services offered

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

1. the service of maintaining a Payment Account, referred to in § 2 point 8 of the Regulation;
2. the service of accessing the Payment Account via the Website; this is the trade name of the electronic banking service referred to in § 2 point 19 of the Regulation;
3. services related to crediting the Payment Account with amounts resulting from money transfers;
4. the Transfer Order services referred to in § 2 points 2-5 of the Regulation;
5. currency exchange service resulting in crediting the balance of the Payment Account of one of the currencies involved in the Currency Exchange Transaction and debiting the balance of the Payment Account of the other currency;
6. SMS notification services referred to in § 2 point 7 of the Regulation;
7. services of preparing statements of payment transactions referred to in § 2 point 9 of the Regulation;
8. services of issuing certificates of ownership of a Payment Account referred to in § 2 point 15 of the Regulation.

§ 5 Technical requirements

1. In order to properly use the services provided by the Operator using the functionality of the Website, via the ICT System, the following are required:

1. a telecommunications device enabling the use of a telecommunications network, equipped with an active SIM card, enabling the receipt of SMS notifications,
 2. an operating system with a graphical environment, e.g. Windows (8 or newer), Mac OS, Linux, or a phone equipped with a system compatible with those indicated at the link: <https://www.internetowykantor.pl/wymagania-techniczne/> with access to the Internet,
 3. a web browser no older than one of those indicated at the link: <https://www.internetowykantor.pl/wymagania-techniczne/> and supporting encrypted SSL/TLS connections, JavaScript applications and cookies, or the InternetowyKantor.pl Mobile Application,
 4. an active, correctly configured email account,
 5. a programme enabling the opening of PDF files in order to read documents sent to the User's E-mail Address and made available on the Website.
2. Connection to the Website is established using the SSL/TLS protocol

3. For the Website to function properly in a web browser, the User must enable JavaScript and allow cookies to be saved.
4. Disabling JavaScript or cookies may prevent the use of the Website. The Operator shall not be liable for any damage resulting from the failure to activate JavaScript and cookies in the User's web browser.
5. The maximum period of inactivity of the User after logging into the User Account is 5 minutes. If this time is exceeded, the Operator will terminate the User's communication session (the session will expire), which will result in the User being automatically logged out of the User Account.

Conclusion of the Agreement and registration on the Website

§ 6 Registration

1. The Agreement is concluded using the Website's functionality for an indefinite period without a minimum duration.
2. The Agreement is concluded upon the User's successful completion of registration on the Website, with the proviso that the Agreement shall only enter into force after the conditions precedent (referred to in § 7(1)) have been met. The services referred to in § 4 shall only be available to the User after the Agreement has entered into force.
3. The User may choose the status of the User Account, i.e. designate it as an individual or business account
4. Registration on the Website requires:
 1. the potential User to complete the registration form available on the Website or on the Landing Page by:
 1. providing the User's E-mail Address, which will be used as the Login,
 2. setting an Access Password that must comply with the Website's requirements,
 2. accepting the provisions of the Rules and Regulations by ticking the appropriate box and then confirming the intention to register by clicking the appropriate button,
 3. confirming the E-mail Address referred to in point 4.1.1 above.
5. Acceptance of the Rules and Regulations by the User is tantamount to the User making the following statements:
 1. they had the opportunity to read the Rules and Regulations, including the Table of Fees and Commissions, which forms an integral part thereof, before accepting the Rules and Regulations and before concluding the Agreement,

2. prior to concluding the Agreement, they received the document referred to in § 53 point 2 in electronic form at their E-mail Address and familiarised themselves with its content,
 3. he/she has read the Rules and Regulations, including the Table of Fees and Commissions, which forms an integral part thereof, agrees to the arrangements resulting therefrom and accepts the content of the Rules and Regulations and its appendices without any reservations,
 4. has consented to the Operator fulfilling its information obligation referred to in point 5.1 above by posting information on the Website,
 5. has read the detailed information on the processing of personal data referred to in § 56 point 3, and voluntarily provides the personal data required by the Operator for the conclusion of the Agreement and the provision of services,
 6. has obtained the consents and permissions necessary to conclude the Agreement and to use the services provided by the Operator, including to submit instructions within the scope of these services, if the applicable regulations impose such an obligation on the User,
 7. acknowledges that the Operator, in accordance with the accepted rules for the provision of services, never asks the User to provide their password, and the User is not obliged to provide their password to the Operator.
6. Upon successful completion of registration, the User gains access to the User Account on the Website. Until the Agreement enters into force, access to the Account is only granted for the purpose of performing activities aimed at fulfilling the conditions precedent specified in § 7. The Operator confirms the successful completion of registration and the creation of a User Account on the Website by sending an e-mail to the E-mail Address provided by the User, to which it attaches the Agreement, i.e. these Rules and Regulations in the format referred to in § 3 point 3.
7. If the E-mail Address provided during registration, referred to in point 4.1.1 above, is not confirmed within 30 calendar days of fulfilling the condition specified in point 4.3 of this paragraph, the registration shall not take effect, and the Operator shall have the right to delete the data of the potential User collected during the procedure and prevent the continuation of the registration. It is then possible to restart the registration process, including using the same E-mail Address that was used for the registration that did not complete successfully.
8. One person may only have one User Account on the Website as a natural person and therefore conclude one Agreement. The User may not transfer the Account to other persons or make the Account available to other persons. The Operator allows a User who is a natural person to have additional User Accounts as an Entrepreneur – for this purpose, the User must conclude separate Agreements, one as a Consumer and subsequent ones as an Entrepreneur.

9. If the User loses their Access Password or PIN code, the Operator shall enable them to change it via the Website.

10. The Operator may introduce additional requirements regarding the security level of the Access Password, in particular its length, complexity and validity period. The Operator may restrict the User's ability to use the User Account on the Website until the Access Password is updated to meet such additional requirements.

11. After registering on the Website, the User may, using the functionalities provided by the Website, change their E-mail Address, Access Password or Telephone number. These changes may require the authentication code referred to in § 8(2), i.e. entering the string of characters provided to the User in an SMS message sent to the existing Telephone number or confirmation via Mobile Authorization. Changing the E-mail Address and changing the Telephone number may also require confirmation of the new E-mail Address or new Telephone number each time.

§ 7 Conditions precedent

1. The User may use the services provided by the Operator only after the Agreement has entered into force, i.e. if the User has cumulatively fulfilled the following conditions precedent:

1. successful completion of the User's registration on the Website;
2. logging into the User Account in accordance with §8 point 1;
3. completing the Account details by providing or confirming the information required by anti-money laundering regulations;
4. providing and confirming the Telephone number on which the User can receive SMS messages;
5. in the case of Users acting through a representative, the representative registering on the Website providing the source of their authorisation (e.g. statutory authorisation, power of attorney) to act on behalf of and for the benefit of the User;
6. in the case of a User who is a legal person or an organisational unit without legal personality, provide details of the Beneficial Owner;
7. provide the Operator with documents confirming the data referred to in points 1.5 and 1.6 above;
8. making a verification transfer, i.e. the User issuing an instruction to make a transfer from the Bank Account held by the User to the Operator's bank account indicated by the Operator. The purpose is to verify the of the data provided by the User during the registration process with the Bank Account holder's data accompanying this verification transfer. If the Agreement enters into force, the User's Payment Account will be credited with the amount resulting from the verification transfer. If the Agreement does not enter 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 as part of the verification transfer;
9. submitting the statement referred to in point 2 below – if required;
 10. providing the data and submitting the documents referred to in point 6 below – if the Operator requests this before the Agreement enters into force;
 11. the Operator performing positive identification and verification of data relating to the User.
2. A User who qualifies as a Politically Exposed Person shall, as part of fulfilling the conditions precedent referred to in point 1 above, be obliged to submit to the Operator a written statement as required under the applicable anti-money laundering regulations.
3. The documents required by the Operator pursuant to points 1 and 2 above shall be submitted using the "Upload document" function available in the "Your details" tab in the User Account.
4. The User shall be fully responsible for the accuracy of all data provided to the Operator and shall be obliged to update them each time they change. Updating certain data, in particular the first and last name, requires contacting the Customer Service Office.
5. If the Operator has doubts as to the authenticity of the data provided by the User, the Operator may request that the data be updated. The Operator may also request the presentation of relevant documents confirming the data provided, including documents confirming the authority of the person registering to act on behalf of the User. If such doubts arise after the Agreement has entered into force, the Operator may suspend the provision of the services referred to in § 4 points 2-8 to the User until the matter has been clarified.
6. In cases required by generally applicable laws, including anti-money laundering and counter-terrorist financing regulations, the Operator may request additional data from the User, beyond the data specified in point 1 above, and additional documents confirming this data or the data specified in point 1. This applies in particular to the PESEL number or date of birth, series and number of the identity document (together with the date of issue and validity of the document), address, country of birth and data concerning the source of origin of the assets at the User's disposal, as well as the purpose of the service. If such data or documents are requested after the Agreement has entered into force, the Operator may suspend the provision of the services referred to in § 4 points 2-8 to the User until the verification resulting from the provision of such data and documents has been completed.
7. The Operator informs that, as part of its obligation to verify the User, it may require the User to enter the authentication (confirmation) code sent to the Telephone number in the appropriate place.

8. Once all the conditions precedent for the Agreement to enter into force have been met:

1. a Payment Account shall be opened for the User.
2. The User is given the opportunity to use the services referred to in § 4.
3. The Operator shall immediately notify the User of this fact. The notification shall be made by making the services available within the User Account and by sending an e-mail to the E-mail Address.

9. If the conditions precedent are not met within 12 months of completing the registration and sending the notification referred to in § 6(6), the Operator may notify the User by sending an email to the E-mail Address that these conditions have not been met and the Agreement has not entered into force. In such a case, the Operator shall close the User Account, and the User interested in concluding the Agreement must re-register on the Website and take steps to conclude the Agreement.

10. The Operator also introduces an alternative option for fulfilling the conditions precedent and thus also for the Agreement to enter into force, subject to point 11 below, for Users who, during the onboarding process, used the mObywatel service to confirm their data. This allows for limited use of the Website after fulfilling the conditions of point 1 without the need to fulfil subpoint 1.8 - making a verification transfer. The possibility of fulfilling the conditions precedent in this way results from an internal customer risk assessment and allows the customer to use the services under certain restrictions without fulfilling the conditions specified in Point 1 above.

11. If the User meets at least one of the following conditions, they cannot use the Alternative option to fulfil the conditions precedent, and if they have already used it, in order to continue using the Website, they must fulfil the condition specified in sub-point 1.8 - verification transfer:

1. the total amount of payments to the Payment Account exceeds PLN 5,000;
2. willingness to use certain additional services involving higher risk, e.g. transfers outside the EU.
3. Country of birth in the EU,
4. place of residence in the EU,
5. no PEP or RCA status,
6. no links to high-risk third countries.

In particular, this means that the Operator may allow the Payment Account to be topped up by card or BLIK before the conditions precedent specified in Point 1.8 are met, provided that the top-up does not exceed the above amount.

General provisions regarding the User Account and login

§ 8 Login and authentication

1. The User logs in to the Website by authenticating themselves via:
 1. a web browser, which consists of:
 1. entering the correct Login,
 2. entering the correct Access Password,
 3. using (entering/applying) the appropriate authentication code, if required by law or for security reasons;
 2. Mobile Application, which consists of:
 1. entering the correct Login, if this is the first time logging in on a given device,
 2. entering the Access Password or a previously set PIN code; if the Mobile Application is installed on a mobile device equipped with a Biometric Reader, subsequent logins may be performed using a Biometric identifier, provided that the User has selected this authentication method in the User Account settings instead of a PIN code,
 3. using (entering/applying) the appropriate authentication code, if required by law or for security reasons.
2. The authentication code referred to in points 1.1.3 and 1.2.3 above may, in particular, take the form of a string of digits provided to the User in an SMS message sent by the Operator to the Telephone number or through the Mobile Authorization process. This code has a specified period of validity during which it should be entered (provided) by the User in the field designated for this purpose by the Website or during which it should be confirmed (applied) using Mobile Authorization.
3. The ability to log in to the Account using a Biometric identifier requires the User to:
 1. have a mobile device with a Biometric Reader,
 2. enter their own biometric feature into the memory of this device, which will form the basis for creating a Biometric identifier,
 3. expressing consent in the User Account settings to authenticate in this way on the Website,
 4. granting the Mobile Application, from the operating system on which the mobile device operates, the appropriate access rights to the Biometric Reader.
4. If, when logging into the User Account, an exception provided for by law was used and strong authentication was not applied, the User may be restricted from accessing some of the information contained in the User Account, some tabs or some of the functionality of that User Account. As a result, when attempting to access the full range of information, navigate to an unavailable tab or use an unavailable functionality for the

first time during a given session, the User may be required to use the authentication code required for strong authentication.

5. User authentication, whereby the Operator does not require the use of the authentication code referred to in point 2, and the User only provides the authentication data specified in points 1.1.1. and 1.1.2 or points 1.2.1 and 1.2.2, is treated as meeting the general authentication requirements. However, authentication in which, in addition to meeting the general authentication requirements, the Operator also requires the use of an authentication code is referred to as strong authentication. The Operator uses strong authentication when it is required by law or when it is deemed necessary for security reasons. If strong authentication is not required or if the law provides for an exception to its use, the Operator may not use strong authentication.

6. Strong authentication, regardless of its use in other situations specified in the Rules and Regulations, will also be required from the User in the following cases:

1. submitting Payment Orders, whereby strong authentication may not be used for Payment Transactions to Trusted Recipients,

2. performing activities via the User Account that may give rise to the risk of fraud related to the payment services provided or other abuses, in particular:

1. adding to the list of trusted devices the web browser used to access the Website or the mobile device on which the Mobile Application is installed,
2. adding Recipients' Bank Accounts to the list of Trusted Recipients,
3. changing the data used to authenticate the User.

§ 9 Suspicion of violation or violation of the law

1. The User acknowledges that any violation of applicable law or reasonable suspicion of such a violation may be disclosed by the Operator to the relevant state authorities, including law enforcement authorities.

2. In the event of a violation or reasonable suspicion of a violation by the User of the law or rules of fair trading when using the Website, the Operator is entitled to:

- 2.1. cease providing further services to the User;
- 2.2. block the User Account;
- 2.3. terminate the Agreement with instant effect.

3. The Operator shall not be liable for failure to perform services, suspension of Payment Transactions, blocking of the User Account, blocking of the Payment Account and freezing of assets if:

- 3.1. these actions were performed in the course of fulfilling obligations under the law, including, among others, for the purpose of implementing the provisions of anti-money laundering regulations;
- 3.2. these actions were performed in compliance with rulings, decisions, resolutions or other acts of authorised bodies, including, but not limited to, the

General Inspector of Financial Information, courts, public prosecutors and court bailiffs.

§ 10 Use of the User Account

1. The User is obliged to keep in a safe place and not to disclose to third parties:
 1. PIN code;
 2. Access Password;
 3. login passwords to their trusted devices;
 4. any other data enabling the use of the User Account and Payment Account or enabling the authorization of submitted Payment Orders.
2. The User is obliged to use the User Account in accordance with the Rules and Regulations. To this end, the User shall take all necessary measures to prevent breaches of individual security measures for access to the User Account and Payment Account.
3. The User is obliged to immediately notify the Operator of:
 1. the loss, theft, misappropriation or unauthorised use of a SIM card (including a telephone with a SIM card) with the current Telephone number;
 2. the loss, theft, misappropriation, unauthorised use of the Payment Instrument or unauthorised access to the Payment Instrument, in particular in the event of loss of control over the data enabling the use of the User Account and Payment Account.
4. The User may make the notification referred to in point 3 above by e-mail to the following address: biuro@internetowykantor.pl; via the internal Inbox in the InternetowyKantor.pl User panel, once this functionality is made available to Users, or by telephone at (+48) 61 250 45 65 or (+48) 61 646 06 00 – during the Customer Service Office hours indicated on the Website.

§ 11 User Account Security

1. If there is a suspicion that:
 1. as a result of the provision of services, damage has been or may be incurred by the Operator, the User, the person funding the Payment Account or another third party;
 2. as a result of the provision of services, there has been or may be a violation of the Rules and Regulations or applicable regulations;
 3. the User Account has been created or is being operated by an unauthorised third party using data that does not belong to them;
 4. third parties have gained unauthorised access to the User Account;
 5. there has been unauthorised use of the Payment Instrument or deliberate initiation of an unauthorised Payment Transaction;
 6. the security of the User Account, Payment Instrument, personal data or monetary values has been compromised in any other way;

The Operator reserves the right to:

- a. temporarily prevent the Payment Account from being credited, including not crediting the Payment Account with funds already received by the Operator;
- b. temporarily prevent the making of Payment Transactions, including suspending the execution of transactions already ordered;
- c. temporarily prevent the use of the User Account and services available through it, including the execution of Currency Exchange Orders.

2. In the event of any of the suspicions referred to in section 1 points 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 these suspicions.

3. If any of the rights referred to in section 1(a)-(c) above are exercised, the Operator shall not be obliged to inform the User about the actions taken and their details, if, in the Operator's opinion, the provision of such information could hinder the clarification of the circumstances giving rise to the exercise of such a right, adversely affect the security of the User Account or the funds available therein, or violate the confidentiality of potential proceedings conducted by law enforcement authorities.

4. If:

1. the User refuses to cooperate in clarifying the circumstances giving rise to the Operator's exercise of any of the rights referred to in paragraph 1(a)-(c) above;
2. the information provided, documents submitted or other actions taken by the User confirm or justify the Operator's suspicions;
3. the information provided, documents submitted or other actions taken by the User prove to be insufficient in the Operator's opinion;

the Operator may refuse to continue providing services to the User and terminate the Agreement with instant effect.

5. Once the reasons for the Operator exercising any of the rights referred to in section 1(a)-(c) above have ceased to exist, the Operator shall restore the User's ability to use the User Account or other blocked services.

6. The Operator shall not be liable for failure to perform services, suspension of Payment Transactions, blocking of the User Account, blocking of the Payment Account or freezing of assets if these actions were taken in connection with the Operator exercising any of the rights referred to in section 1(a)-(c) above.

7. Regardless of the temporary inability to use the User Account or other services under the Rules and Regulations, the Operator may block the User Account or other services in accordance with the provisions of law.

§ 12 Communication in case of suspected fraud

1. In the event of fraud or suspicion of fraud, or other security threats, the Operator shall apply a procedure for safely notifying the User of such circumstances.

2. If, after establishing that fraud has been committed or suspected, or that other security threats have occurred, the Operator determines that the User has lost control of their current Telephone number or current E-mail Address, the notifications referred to in point 1 above shall be made by telephone or electronically using that current Telephone number or current E-mail Address.
3. If the Operator is certain that the User has lost control over their current Telephone number and current E-mail Address, or if the Operator has any doubts in this regard, the Operator shall take steps to establish direct contact with the User by other means, including sending correspondence by traditional mail or conducting additional verification of other communication channels.
4. If there is a suspicion that the User Account has been created or is being operated by an unauthorised third party using data that they do not own, and that this person has access to the E-mail Address and Telephone number, the Operator reserves the right not to notify the User of the fraud.

Opening, maintaining and accessing a Payment Account

§ 13 Payment Account

1. Upon the entry into force of the Agreement, the Operator shall open a Payment Account for the User.
2. Throughout the term of the Agreement, the Operator shall maintain the Payment Account referred to in point 1 above.
3. The Payment Account enables the User to store funds in the currencies specified in Appendix 4 and is used to execute Payment Transactions described in the Rules and Regulations.
4. Funds deposited in the Payment Account shall not bear interest and shall not constitute a deposit or other refundable funds within the meaning of Article 726 of the Civil Code Act of 23 April 1964.
5. The Payment Account has a unique identifier consisting of digits assigned to it by the Operator. It may be preceded by the letters IK.
6. The User may check the unique identifier of their Payment Account at any time within the User Account functionality.
7. The Operator makes appropriate entries on the Payment Account regarding the funds stored on that Payment Account and credited to it or debited from it. In addition, the Operator records Currency Exchange Orders made within its framework, as well as other instructions provided for in the Rules and Regulations.

8. Under the specific conditions set out in additional Rules and Regulations, the Operator may provide the User with services related to opening and maintaining additional Payment Accounts, apart from the Payment Account opened in accordance with point 1 above.

9. It is not possible to transfer a Payment Account under the procedure provided for in Article 59ik of the Payment Services Act for technical reasons.

10. Despite the impossibility indicated above, the User may transfer funds to a new Payment Account with another provider, with the costs indicated for the given types of transfers in the TOiP constituting Appendix 1. The User may also close the Payment Account independently without additional fees after withdrawing the funds.

§ 14 Access to the Payment Account

1. Access to the Payment Account is available electronically via the Service, using a web browser or the Mobile Application.

2. Access to the Payment Account is provided through the User Account on the Website and is possible after logging in correctly as described in § 8.

3. The User may use the functionality of the User Account after logging in to it. In particular, they may manage their Payment Account, including:

3.1. submit Payment Orders;

3.2. submit Currency Exchange Orders;

3.3. view their balance, History of credits and debits to the Payment Account resulting from completed Payment Transactions.

§ 15 Restriction of access to the Payment Account

1. The Operator is entitled to temporarily block access to the User Account or Payment Account, and thus to block the Payment Instrument, in the event of:

1. the User uses the Payment Instrument in a manner inconsistent with the Rules and Regulations, legal regulations or fair trading rules;

2. suspicion that unauthorised persons are using the User Account or Payment Account;

3. unauthorised Payment Transactions are detected or suspected;

4. suspicion that a given User is an entity organising gambling in violation of the Gambling Act;

5. suspicion that an entity organising gambling games in violation of the Gambling Act has been indicated as the Recipient.

2. The Operator shall inform the User, by e-mail, SMS message or Push Notification, about the blocking of access to the User Account or Payment Account before imposing such a block, and if this is not possible - immediately after such a block has been

imposed, unless the provision of information about the block is not justified for security reasons or is prohibited by separate legal provisions.

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

§ 16 Provision of PSD2 services (AIS and PIS)

1. The Operator may refuse to provide a provider offering account information services (AIS) or a provider offering transaction initiation services (PIS) access to the Payment Account for objectively justified and duly documented reasons related to unauthorised or illegal access to the Payment Account by such a provider, including unauthorised initiation of a Payment Transaction.

2. In the case referred to in point 1, the Operator shall inform the User about the refusal of access to the Payment Account and the reasons for it by sending a message to the current E-mail Address. This information shall, if possible, be provided to the User before the refusal of access, but no later than on the Business Day following the day of such refusal. This information may not be provided if such provision is not advisable for objectively justified security reasons or is contrary to separate regulations.

Payment Account recognition

§ 17 General provisions concerning the crediting of the Payment Account

1. The Payment Account may be credited with a specific amount of funds as a result of:

1. execution of a transfer of funds as part of a Transfer Order from the User's Bank Account to the Operator's Bank Account for the purpose of crediting the Payment Account;
2. a transfer of funds as part of the Top-up Service;
3. execution of an Internal Transfer Order (after this functionality has been activated by the Operator);
4. the fulfilment of the Operator's obligations provided for in the Rules and Regulations or the Payment Services Act.

2. In the cases referred to in points 1.1 and 1.3, the Operator acts as the Recipient's Provider in relation to the User whose Payment Account is to be credited as a result of the transfer of funds. However, in the case referred to in point 1.2, the Operator acts as the Topping-Up Acceptor, and the role of the Recipient's Provider is performed by the Topping-Up Paying Agent.

3. In the cases referred to in points 1.1 and 1.3, when the Operator acts as the Recipient's Provider in relation to the User who is the Recipient, the Operator shall,

immediately after executing the payment transaction and crediting the Payment Account as a result of the execution of that transaction, provide the User with the following information to their current E-mail Address:

1. enabling the User to identify the payment transaction and, where applicable, the Payer's details, as well as any other information provided to the Recipient in connection with the execution of the payment transaction;
 2. the amount of the payment transaction, expressed in the currency in which the User's Payment Account is denominated;
 3. the amount of any fees due for the execution of the payment transaction, including a breakdown of such fees, if any;
 4. the exchange rate applied by the Operator to the Payment Transaction, if the Payment Transaction involved currency conversion;
 5. the value date applied when crediting the Payment Account.
4. The User may request that the information referred to in point 3 above be provided or made available to them free of charge on a regular basis, at least once a month. The Operator shall make this data available in the form of a statement on a durable medium, including in the form of a file that can be generated and downloaded from the Website or, at the express request of the User, in paper form, i.e. in a manner that allows the User to store and reproduce this information in an unaltered form.

§ 18 Funding the Payment Account by bank transfer

1. Crediting the Payment Account using the method referred to in § 17 point 1.1 is carried out as follows:
 1. The User submits a Payment Order to the provider maintaining their Bank Account to execute a transfer to the Operator's Bank Account, indicating the number of the Operator's Bank Account as the recipient's account number in the Transfer Order and providing the unique identifier of their Payment Account in the title of the Transfer Order;
 2. the provider maintaining the Bank Account referred to in point 1.1 above is, as a rule, obliged to credit the Operator's Payment Account with the amount of the Payment Transaction initiated by the User in the form of a Transfer Order no later than by the end of the next Business Day after receiving the order referred to in point 1.1. The terms and conditions of payment services provided by the provider maintaining the Bank Account may provide for other deadlines for the execution of such an order, especially if the Bank Account is maintained by a provider located in a country other than the Republic of Poland;
 3. The Operator shall credit the Payment Account with the amount received from the Provider, in accordance with § 24, of the Operator with the value date of the

Business Day on which the Operator's Payment Account is credited with the amount of the Payment Transaction, referred to in point 1.2 above.

2. A User who does not remember the unique identifier of their Payment Account may, before initiating the Transfer Order referred to in point 1.1 above, determine this data in the manner specified in § 13 point 6.
3. The User may at any time determine and check the number of the Operator's Bank Account needed to submit the instruction referred to in point 1.1, using the appropriate functionality of the User Account.
4. The transfer referred to in point 1 should, if possible, be executed 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 to verify and facilitate the identification of future payments, among other things.
6. In the case of a payment that does not have a unique identifier for the Payment Account, the transfer is posted on the basis of the compatibility of the transfer data with the data provided in the User Account. In the case of joint Bank Accounts, failure to provide an identifier may result in the recognition of the profile that is compatible with the data provided by the bank.

§ 19 Internal Transfer Order Service

1. The Internal Transfer Order Service will be introduced by the Operator in the future and, once introduced, will be implemented as follows. The User submits a payment order to the Operator to execute a Transfer Order to another User's Payment Account by:
 - a. indicating the IK number of that Payment Account as the account number of the transfer recipient in the transfer order (subject to points 2 and 3 below),
 - b. specifying the currency and amount of the Payment Order,
 - c. providing the required information about the Recipients, i.e. the first and last name of a natural person or, if the Recipient is not a natural person, the name of the Recipient (subject to points 2 and 3 below).
2. When submitting a Payment Order as part of the Internal Transfer service, the User may also select one of the Recipients and their Payment Account, whose details have been previously defined in the User Account. If the Recipient referred to in the preceding sentence is selected, the details previously defined for that Recipient are automatically indicated as the details required under point 1 above. Each Recipient's Payment Account defined in the User Account is assigned an identifier unique to that User.
3. When submitting a Payment Order in the manner described in point 2, the User shall indicate the Recipient and their Payment Account, whose details they have previously defined in the User Account, by entering the identifier assigned to the Bank Account

referred to in point 2 above in the appropriate field when filling in the template for the content of the Transfer Order.

4. When executing an Internal Transfer Order, the Operator is obliged to credit the Recipient's Payment Account with the amount of the Payment Transaction immediately, no later than by the end of the next Business Day after receiving the Payment Order from the User.

5. The Operator shall make the amount of the payment transaction executed as part of the Internal Transfer Order service available to the Recipients immediately after its execution.

6. The Operator reserves the right to suspend or disable the Internal Transfer Order service if it considers that the User is using this service in a manner that gives rise to reasonable suspicion that they are violating the Rules and Regulations or the Law.

§ 20 Crediting the Payment Account by an intermediary

1. Crediting the Payment Account using the method referred to in § 17 point 1.2 is carried out as follows:

1. Using the appropriate functionality of the User Account, the User specifies the amount, in the appropriate currency, which they would like to top up the Payment Account with, and then expresses their willingness to use the Top-up Service for the purpose of crediting the Payment Account with this amount;

2. after expressing their intention to use the Top-up Service, the User is redirected to the Topping-Up Paying Agent's website, where they can select an External Payment Instrument;

3. the User is then redirected to the website of the payment service provider that issued the External Payment Instrument selected in the stage referred to in point 1.2, where the User authorises the Payment Order for the transfer of funds initiated as part of the Top-up Service;

4. after receiving the funds as a result of the execution of the Payment Order referred to in point 1.3 above, the Topping-Up Paying Agent notifies the Operator, as the Topping-Up Acceptor, of the receipt of the funds and makes them available to the Operator;

5. upon receipt of the confirmation referred to in point 1.4 above, the Operator credits the Payment Account with the amount, in the appropriate currency, which the Topping-Up Paying Agent has received on behalf of the Operator.

2. The Operator is not a provider of the Top-up Service, but in the scope of the provision of this service, it acts as a Topping-Up Acceptor, i.e. the recipient of the transfer of funds.

3. As part of the Top-up Service, the User may use the payment methods (and related External Payment Instruments) that the Topping-Up Paying Agent accepts. In particular, these methods include Transfer Orders, including pay-by-link, and Payment Cards,

although they may also include other payment methods (e.g. BLIK, Google Pay or Apple Pay). A detailed list of payment methods and payment service providers issuing External Payment Instruments currently accepted by the Topping-Up Paying Agent can be found on the Website or, when initiating a Top-up Payment Order, on the page referred to in section 1.2.

4. The Topping-Up Paying Agent may charge fees for the use of certain payment methods according to its own price list. Information about the amount of such a fee should be provided to the User at the time of placing a Payment Order within the Topping-Up Paying Agent's interface. The Operator is not the beneficiary of this fee, which is payable exclusively to the Topping-Up Paying Agent.

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

§ 21 Crediting the Payment Account via PayPal®

1. This paragraph sets out the specific terms and conditions of the payment service consisting in the Operator crediting the Payment Account with the amount of funds transferred by the User as a result of a transfer of funds within the Top-up Service via PayPal (Europe) S. à r.l. et cie, S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg (hereinafter: "PayPal").

2. For the purposes of this paragraph, the Top-up Service shall be understood as a payment service provided by PayPal consisting in the transfer, within the PayPal payment system, of funds from the User, who is a user of the PayPal payment system, to the Operator, who is a user of the PayPal payment system.

3. The PayPal® Payment Account Credit Service (hereinafter: "URPP") cannot be used to make the verification transfer referred to in § 7 point 1.8 of the Rules and Regulations.

4. The URPP service is available only for the following currencies: PLN, EUR, USD, CHF, GBP. This means that the Operator accepts payments towards the Payment Account made as part of the Top-up Service only in the currencies in question. If, as part of the Top-up Service, the User transfers funds to the Operator in a different currency, the Operator will not credit the Payment Account with that amount, but will refund the User's payment via the PayPal payment system within 14 Business Days of receiving it. Any costs associated with the refund will reduce the amount of the refund.

5. The Operator shall charge a fee specified in this paragraph for the provision of the URPP Service. The remuneration for the Additional Service does not exclude the Operator's right to charge fees and commissions specified in the Table of Fees and Commissions attached as Appendix 1 to the Rules and Regulations. The amount of the fee for the provision of the URPP Service depends on:

- a. the type of currency being transferred as part of the Top-up Service, in which currency the Payment Account will be credited, and
 - b. the amount of the Declared Payment (within the meaning of point 10(a)).
6. The fee is added to the amount of the declared payment and amounts to:
- a. 1.5% of the amount referred to in point 5(b) – rate for payments in EUR and PLN; b. 1.8% of the amount referred to in point 5(b) – rate for payments in USD, CHF and GBP.
- This means that the User's account maintained on PayPal will be charged with the amount of the Declared Payment plus the value of the fee referred to above. "This provision constitutes a special condition in relation to the Table of Fees and Commissions, which forms Appendix 1 to the Regulations. The remuneration for the URPP Service does not exclude the Operator's right to charge fees and commissions specified in the Table of Fees and Commissions attached as Appendix 1 to the Rules and Regulations.
7. In order to use the URPP Service, the User shall, within the PayPal payment system, transfer funds in an amount equal to the Declared Payment, plus the fee referred to in points 5-6.
8. As part of the URPP Service, the Operator acts as the User's provider, maintaining the Payment Account and crediting this Payment Account with the amount resulting from the top-up service.
9. As part of the URPP Service, the Operator acts as the Recipient of funds, and PayPal acts as the Recipient's Provider. The Operator is not the supplier of the Top-up Service.
10. Crediting the Payment Account as part of the URPP Service, as a result of using the Payment Account Crediting Service as part of the URPP Service, as a result of using the Top-up Service, is carried out as follows:
- a. The User, using the appropriate functionality of the User Account, specifies the amount, in the appropriate currency available within the Additional Service, which they would like to top up (to be credited) to the Payment Account ("Declared Deposit"), and then expresses their willingness to use the additional Service for the purpose of crediting the Payment Account with this amount; The expression of willingness to use the additional Service is made by selecting the PayPal payment system.
 - b. Based on the amount of the Declared Deposit, the User is informed of the fee amount and the total amount (Declared Deposit plus the fee) to be transferred as part of the top-up Service.
 - c. The User is then redirected to the PayPal payment system website, where they perform the Authorization of the Payment Order for the Top-up Service in accordance with the terms and conditions of their Agreement with PayPal. The User's funds allocated for the provision of the Top-up Service are blocked in the PayPal system for the duration of the Transaction verification referred to in point 10.d below, but for no longer than 10 Business Days.

d. After the Operator receives information from PayPal about the availability of the funds referred to in point 10.c above, the Operator verifies the Transaction for compliance with the Rules and Regulations.

e. After the verification procedure has been successfully completed and the Operator's account has been credited in the PayPal payment system with the total amount referred to in point 10.d., the Operator shall credit the Payment Account with the amount of the Declared Deposit in the given currency – the credit shall be made immediately after the successful completion of the positive verification and crediting of the Operator's account in the PayPal payment system. In the event of negative verification, the block on funds referred to in point 10.c above shall be lifted by PayPal on the terms and within the time limits specified by that entity.

11. When providing the Top-up Service, PayPal may charge fees for the execution of payments according to its own price list. Information about the amount of such a fee should be provided to the User at the time of placing a Payment Order as part of the Top-up Service within the PayPal interface. The Operator is not the beneficiary of such a fee, which is payable exclusively to PayPal.

12. Notwithstanding the right provided for in point 10.e and other rights provided for in the Rules and Regulations, the Operator reserves the right to refuse, for important reasons, to accept a payment to be made as a result of a transfer of funds as part of the Top-up Service to the Payment Account. This is particularly the case when the procedures applied by the Operator in connection with the provision of services indicate a risk that such a payment is related to:

- a. fraudulent transactions,
- b. money laundering,
- c. terrorist financing,
- d. when there is reasonable doubt as to the ownership of the User Account in the PayPal system.

13. In the situation indicated in point 12 above, the Operator shall immediately refund the amount paid in a manner corresponding to the method of payment.

14. Notwithstanding point 12 above, in the case of the Top-up Service, PayPal may also refuse to execute a Payment Transaction for reasons specified and indicated by it. In such a case, PayPal shall immediately refund the amount received in a manner resulting from its documentation.

15. Crediting of the Payment Account under the URPP Service in connection with the use of the Top-up Service has a maximum single limit of EUR 25,000 and a maximum monthly limit of EUR 150,000. For deposits in other currencies, the amount is converted into euros at the exchange rate of the National Bank of Poland, from Table A, on the day preceding the deposit made as part of the Top-up Service. Any change to the limits referred to in this section constitutes an amendment to the Rules and Regulations.

16. The Operator may introduce limits on the transfer of funds under the Top-up Service that differ from the limits specified by PayPal under the Fund Transfer Service.

§ 22 Change in the balance of the Payment Account as a result of currency exchange

1. In addition to the situations referred to in § 17 points 1.1-1.4, the balance of the Payment Account may also change as a result of a Currency Exchange Transaction. This change takes place immediately after the execution of the aforementioned Transaction. The conditions related to Currency Exchange are described in the section on Currency Exchange Transactions.

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

1. The Operator reserves the right to refuse, for important reasons, to accept a deposit resulting from a transfer of funds referred to in § 17(1). This applies in particular when the procedures applied by the Operator in connection with the provision of services indicate a risk that such a deposit is related to:

1. fraudulent transactions,
2. money laundering,
3. terrorist financing,
4. when 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 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.

2. In the situation indicated in point 1 above, the Operator shall refund the amount paid after 14 days in a manner corresponding to the method of payment. If an instruction is received from the customer by e-mail, this period may be shortened. In the case of a payment made as part of the Top-up Service, the Topping-Up Paying Agent may charge the fee referred to in § 20 point 4, regardless of whether the payment is accepted or rejected by the Operator.

3. Notwithstanding point 1 above, in the case of the Top-up Service, the Topping-Up Paying Agent may also refuse to execute a payment transaction for reasons specified and indicated by it. In such a case, the Topping-Up Paying Agent shall immediately refund the amount received in a manner resulting from its documentation.

4. Notwithstanding the provisions of the above points, the Operator reserves the right to withdraw the top-up of the Payment Account credited as a result of an error after prior notification to the owner of the Payment Account.

5. Top-ups to the Payment Account using a Payment Card have a maximum single limit of EUR 2,500 and a maximum monthly limit of EUR 15,000. In the case of payments in other currencies, the amount is converted into euros 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.
6. The provision of point 5 also applies to other payment methods accepted by the Topping-Up Paying Agent based on a link to a Payment Card, such as Google Pay or Apple Pay. The limits specified in point 5 are calculated jointly for all payment methods referred to in points 5 and 6.
7. The provision of point 5 also applies to the payment method based on the BLIK payment system.
8. In addition to the above amount limits, the Operator introduces a monthly limit on payments made with a maximum of three different Payment Cards.
9. The Topping-Up Paying Agent may introduce top-up limits that differ from the limits specified by the Operator with regard to the payment methods it accepts.

§ 24 Amount credited to the Payment Account

1. A transfer of funds made by the User in order to credit their Payment Account shall be recorded on the Payment Account in the amount received by the Operator. This shall take place immediately after the Operator has positively identified the User, as referred to in § 26 below. The difference between the amount sent and the amount received may result, for example, from fees charged by intermediary banks or from a transfer order in a currency other than that in which the destination account is held. In both situations, the beneficiary of the difference is the bank, and the Operator shall not be liable for this.

§ 25 Split payment

1. The Operator explains that a User making a transfer of funds as part of a Transfer Order, which is to result in the crediting of 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 Tax on goods and services (so-called split payment), as this will prevent the Payment Account from being credited. If the User uses this option, the Operator reserves the right not to accept such a payment and to refuse to credit the Payment Account.
2. If the payment is not accepted, it will be refunded to the Bank Account no later than within 14 days, using the split payment option.
3. The Operator does not offer the option of using 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. When transferring funds from a given Bank Account for the first time, the Operator performs additional identification of the User as the Payer as part of the Transfer Order from that Bank Account.
2. The identification referred to in point 1 above is carried out by verifying the compliance of the User's personal data defined in the User Account with the data of the holder of the Bank Account from which the transfer was made.
3. Positive identification of the User means that the User's data defined in the User Account matches the data of the holder of the Bank Account from which the transfer was made.
4. In the event of reasonable doubts as to the compliance of the data referred to in point 2 above, the Operator may contact the User for clarification.
5. In the event of obvious errors, personal data may be corrected by the Operator, of which the User will be notified by e-mail sent to the current E-mail Address.
6. Some deposit methods, in particular Payment Card deposits, are only available to Users who have been previously verified by a transfer from a Bank Account. For this reason, the deposits referred to in the previous sentence are not available to Users who have not yet made a deposit by bank transfer and have not been successfully verified in the manner described above.
7. If the discrepancy between the User's data and the Payer's data, i.e. the Bank Account holder, is not clarified by the User, the Operator shall return the amount of the transfer received to the Bank Account from which the transfer was made, no later than within 14 days from the date of receipt of the funds on the Operator's Bank Account, subject to points 9 and 10 below.
8. The refund amount referred to in point 7 above may be reduced by any costs (in accordance with the Table of Fees and Commissions) associated with the refund of funds.
9. At the User's request, the Operator shall extend the deadline for the refund referred to in point 7 above for a period not exceeding 30 days. This applies in particular to the need for a longer explanation of the discrepancy between the User's data and payment details, or the User's wait for the bank to consider a complaint, e.g. regarding Erroneous Currency.
10. In a situation where, in addition to the discrepancy between the User's data and the Payer's data, the title of such a transfer indicates that the account has also been credited in the Erroneous Currency, the Operator may extend the time specified in Point 7 above to 30 days, but no longer than until contact is made with the User and explanations and instructions regarding these funds are received from them, other than those referred to in Point 9. The reason for the extension is the risk that the payer's bank will charge

additional high fees for further currency conversion as a result of returning the payment made in the Erroneous Currency to the payer.

General provisions regarding Payment Orders

§ 27 Submitting Payment Orders

1. The Operator executes Payment Transactions on the basis of Payment Orders submitted by the User.
2. Payment Orders may be submitted by the User exclusively via the Website using a Payment Instrument, within the functionality of the User Account, subject to point 4 below.
3. In order to submit a Payment Order, the User:
 1. must be logged into the User Account;
 2. ensure that the Payment Account has sufficient funds to execute the Payment Order, including to cover any necessary costs related to the execution of the order;
 3. indicate or confirm the type of Payment Transaction they wish to order – Transfer Order;
 4. provide other data and information necessary to execute the given type of Payment Order.
4. The User may submit a Currency Exchange Order combined with a Payment Order for a Transfer Order. To do so, they must provide the details of both orders in the appropriate tab in the User Account, which will generate content that, when entered in the title of the bank transfer made to the Operator's Bank Account, in accordance with § 17 point 1.1, will result in the submission of both a Currency Exchange Order and a Transfer Order. In the above situation, the condition referred to in point 3.1 above does not apply. This functionality may also involve placing a Currency Exchange Order, but without placing a Payment Order for a Transfer Order. The Operator also allows for the possibility of placing a Currency Exchange Order against the funds available on their Payment Account on the Website linked to the Payment Order, in which case the requirements of point 3 above apply. In the case of Currency Exchange Orders awaiting a specific exchange rate, the Payment Order execution date is calculated from the moment the currency exchange order is executed, as the User has the option to cancel such an Order until that moment.
5. In addition, the Operator may refuse to execute a Payment Order described in point 4 above if the payment indicates that it was a payment in Erroneous Currency. If the Operator exercises this option, it undertakes to immediately notify the User by

telephone to the Telephone number, by e-mail to the E-mail Address or via the Contact Box.

6. The transfer title generated in accordance with point 4 above may be used multiple times.

7. The method of placing orders indicated in point 4 above applies to ordering Currency Exchange Transactions using the mechanism referred to in § 43 point 3, and then executing a Transfer Order covering all funds obtained as a result of such a Currency Exchange Transaction to the Recipient's Bank Account, provided that such Recipient has been previously defined in the User Account and indicated in the transfer title by its designation.

8. A single transfer order from the User's Bank Account, submitted by the User to their provider maintaining that Bank Account, in the title of which the content generated in accordance with point 4 above is used, enables the submission of a single instruction to the Operator concerning a single Currency Exchange Transaction and a single Transfer Order.

9. The condition for the execution of the Transfer Order referred to in point 7 above is the prior addition of the Recipient indicated in the transfer title to the group of Trusted Recipients referred to in § 29 point 6 and that this Recipient remains on the list of Trusted Recipients at the time when the Payment Order covering this Transfer Order is deemed to have been submitted in accordance with § 29 point 5.

10. If the condition referred to in the preceding point is not met, the instruction concerning the Currency Exchange Transaction combined with the Payment Order in the form of a Transfer Order and resulting from the content of the title of such transfer, understood in accordance with § 17 point 1.1, shall be executed only in respect of the Currency Exchange Transaction and excluding the scope relating to the Payment Order. This is due to the fact that such an instruction will then not meet the requirements for strong authentication.

11. When submitting a Payment Order relating to a 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 Restrictions on the execution of Payment Orders

1. The User undertakes to ensure that the content of the Payment Order complies with the Rules and Regulations and applicable law, including undertaking that:

1. they will not use the Payment Account to execute Payment Orders that are inconsistent with the rules of fair trading or that are intended to circumvent or violate the law;

2. they will not indicate a gambling operator as the Recipient if such an instruction would constitute the provision of a payment service by the Operator that is inconsistent with the Gambling Act.

2. The User acknowledges that any violation of applicable law or reasonable suspicion of such a violation may be disclosed by the Operator to the relevant state authorities, including law enforcement authorities.

§ 29 Authorization of the Payment Order

1. A Payment Transaction resulting from a Payment Order shall be deemed authorised if the User has consented to its execution in the manner provided for in the Rules and Regulations.

2. Authorization of the Payment Order submitted by the User on the Website takes place by:

1. clicking the button confirming the intention to submit a Payment Order,

2. fulfilling the requirements for the authentication of this Authorisation, referred to in points 4-6 below.

3. Once the Authorization of the Payment Order has been completed as referred to in point 2, the User may not revoke this order.

4. The submission of Payment Orders by the User on the Website requires the fulfilment of general authentication requirements, i.e.:

1. prior login, during which strong authentication referred to in § 8 may also be required,

2. remaining logged in to the Website when submitting the order, except as provided in point 5 below;

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

5. Authorization of the Payment Order submitted by the User in the manner described in § 27 point 4 takes place by filling in the title of the transfer ordered to the Operator's Bank Account with the details of the Payment Order and executing this Transfer Order, resulting in the Operator receiving the funds. In the case of such a Payment Order, it is considered that the Operator receives this Payment Order and its Authorization on the day of execution of the Currency Exchange Transaction ordered in this way and crediting the Payment Account with the currency purchased as part of this Transaction. Once the Payment Order has been received by the Operator, it cannot be cancelled, which means that the User may cancel the accompanying Payment Order until the Currency Exchange Transaction is executed.

6. The Operator may not apply strong User authentication during the Authorization of the Payment Order under which funds from the User's Payment Account are to be

transferred to a Recipient who already has the status of a Trusted Recipient. The granting and changing of Trusted Recipient status is subject to the strong authentication requirements referred to in § 8. In addition to the general trust category, which covers all Payment Orders executed to such a Trusted Recipient, the Operator may introduce functionalities allowing for the addition of specific trust levels, primarily in relation to Payment Orders submitted in the manner described in § 27(4).

7. The Operator may not apply strong User authentication during the Authorization of the Payment Order if it intends to allow an exception to the requirement to use such authentication resulting from legal provisions.

§ 30 Additional verification of transmitted data and submitted Payment Orders

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

§ 31 Time of submitting a Payment Order

1. The moment of receipt of a Payment Order by the Operator shall be deemed to be the moment of Authorization of the Payment Order referred to in § 29.

2. The User may not cancel a Payment Order once it has been received by the Operator. If a Payment Transaction is initiated by a provider offering a payment initiation service, the User may not cancel the Payment Order after granting such provider consent to initiate the Transaction.

§ 32 Refusal to execute a Payment Order

1. The Operator may refuse to execute a Payment Order, in particular if:

1. The Payment Order has not been duly authorised or there are irregularities in the content of the Payment Order, including:

1. deficiencies preventing its execution, in particular if the required information referred to in the Rules and Regulations or any additional Rules and Regulations, including those applicable pursuant to § 37(2), has not been provided;
2. the information provided in this regard is false, fictitious or there is reasonable suspicion that it is false or fictitious;
3. it does not meet the requirements resulting from the provisions of the Rules and Regulations referred to in point 1.1.1 above;

2. there is reasonable suspicion that the Payment Order is inconsistent with the provisions of law, rules of fair trading or the Rules and Regulations, including when it does not meet the requirements specified in the Rules and Regulations;
 3. the obligation to refuse to execute a Payment Order results from the provisions on counteracting money laundering and terrorist financing;
 4. in the Company's opinion, there is an excessive risk of money laundering associated with the execution of the Payment Order;
 5. the User is an entity offering gambling games in violation of the Gambling Act;
 6. the Recipient is an entity offering gambling games in violation of the Gambling Act;
 7. the Recipient's Bank Account is held in a country not covered by the provisions of § 37(1) or (2).
2. In the event of refusal to execute a Payment Order:
1. if the Payment Account has already been debited with the amount of the Payment Order, the Operator shall immediately return the funds being the subject of the Payment Transaction, i.e. the amount of the Payment Order and all commissions charged in connection with its execution, to the Payment Account. Thus, it restores the debited Payment Account to the state it would have been in if the Payment Order covered by the refusal had not been made;
 2. The Operator shall notify the User as soon as possible, but no later than on the date on which the Payment Order was to be executed:
 1. of the refusal;
 2. if possible, of the reasons for the refusal;
 3. if possible – about the procedure for correcting the errors that caused the refusal, unless such notification is inadmissible under separate regulations.
3. The notification referred to in point 2.2 above shall be sent to the current E-mail Address in the form of an electronic message.
4. A Payment Order whose execution has been refused shall be deemed, for the purposes of assessing liability for its execution, as not received, in accordance with the Payment Services Act.

§ 33 Deadline for reporting improperly executed Payment Transactions

1. The User shall immediately notify the Operator of any unauthorised, unexecuted or improperly executed Payment Transactions by e-mail to: biuro@internetowykantor.pl or by using the Inbox, once this functionality becomes available to Users.
2. If the User fails to make the notification referred to in the preceding sentence within 13 months from the date of debiting the Payment Account or from the date on which such Payment Transaction was to be executed, the User's claims against the Operator

for unauthorised, unexecuted or improperly executed Payment Transactions shall expire. However, the provision of the second sentence shall not apply if the Operator has not provided the User with the information referred to in § 34.

3. In the case of Users who are not Consumers, the deadline for reporting unauthorised, unexecuted or improperly executed Payment Transactions, under pain of expiry of claims under such Payment Transactions, is 14 days from the date of receipt of the Payment Order by the Operator.

§ 34 Information about Payment Orders

1. Immediately after receiving a Payment Order, the Operator shall each time provide the User with the following information on the Website:

1. enabling the identification of the Payment Transaction and information about the Recipients;
2. the amount of the Payment Transaction expressed in the currency specified in the Payment Order;
3. the amount of any fees directly related to the execution of the Payment Transaction;
4. the date of receipt of the Payment Order;
5. and, at the express individual request of the User, also information about the latest possible date of execution of this individual Transaction.

2. Each time the Operator's supplier sends a transfer to the Recipient's Provider, the Operator shall immediately provide the following information to the current E-mail Address:

1. enabling the identification of the Payment Transaction and information about the Recipient;
2. the amount of the Payment Transaction expressed in the currency in which the Payment Account was debited;
3. the amount of any fees directly related to the execution of the Payment Transaction;
4. the date of receipt of the Payment Order.

3. The User may request that the information referred to in point 2 above be provided or made available to them free of charge on a regular basis, at least once a month. The Operator shall make this data available in the form of a statement on paper or on another durable medium, including in the form of a file that can be generated and downloaded from the Website, i.e. in a manner that allows the User to store and reproduce this information in an unaltered form.

Transfer Order

§ 35 Types of Transfer Orders

1. Using the functionality of the User Account on the Website, the User may submit Payment Orders for the execution of Transfer Orders, the purpose of which is to credit the Recipient's Bank Account with the amount specified by the User.
2. A Transfer Order may be submitted as:
 1. Basic Transfer Order,
 2. SEPA Transfer Order, including the option of an express transfer under the name SEPA Instant,
 3. Internal Transfer Order,
 4. Foreign Currency Transfer Order,
 5. other Transfer Orders, i.e. Transfer Orders other than those referred to in points 2.1.-2.4 above.

§ 36 Submitting Transfer Orders

1. In order to submit a Payment Order for a Transfer Order, the User shall:
 1. provide the number of the Recipient's Bank Account, subject to points 2 and 3 below;
 2. shall specify the amount of the Payment Order expressed in the currency of the Recipient's Bank Account;
 3. provide the required information about the Recipient, i.e. the first and last name of a natural person or, if the Recipient is not a natural person, the name of the Recipient, subject to points 2 and 3 below;
 4. selects the cost option or transfer type, provided that more than one such option is available for the given destination country and specified currency, in accordance with the information contained in the TF&C, subject to point 3 below.
2. When submitting a Payment Order, the User may also select one of the Recipients and their Bank Account, whose details have been previously defined in the User Account. If the Recipient referred to in the preceding sentence is selected, the data previously defined for that Recipient shall be automatically indicated as the data required under points 1.1 and 1.3 above. Each Recipient's Bank Account defined in the User Account shall be assigned an identifier unique to that User.
3. When submitting a Payment Order in the manner described in § 27 point 4, the User indicates the Recipient and their Bank Account, whose details they have previously defined in the User Account, by providing the identifier referred to in point 2 above, in the transfer title field referred to in § 27 point 4, which occurs when filling in the

template for the content of this Transfer Order. When submitting a 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 of specifying the type of transfer for the method of submitting Payment Orders selected by the User (e.g. the method described in § 27 point 4), then if, in accordance with the TF&C, several types of transfers are available for a given Transfer Order, the cheapest type is selected.

§ 37 Additional Rules and Regulations concerning the transfer of funds to countries that do not use 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 based in one of the countries listed in Appendix 3 to the Rules and Regulations.

2. The Operator may, under special conditions, allow Transfer Orders to be submitted for Transfers to Recipients' Bank Accounts maintained by banks based in a country not listed in Appendix 3. The special conditions for submitting such Payment Orders are governed by specific additional Rules and Regulations, which, once accepted by the User, form an integral part of the Agreement. The conditions referred to in the preceding sentence may concern, among other things:

1. requirements to provide additional information (in relation to the provisions of § 36(1));
2. the presentation of documents necessary for the acceptance and execution of such a Payment Order;
3. specifying a time of receipt of such a Payment Order other than that indicated in the Rules and Regulations;
4. specifying a date for the execution of a Payment Transaction resulting from such a Payment Order other than that specified in the Rules and Regulations.

3. The Operator shall inform Users of the above requirements each time they fill in a specific Payment Order form on the Website.

4. The additional Rules and Regulations referred to in point 2 above may also contain provisions regarding amount limits for Payment Transactions executed to the Recipients' Bank Accounts referred to in that point.

§ 38 Transfer Order execution time

1. When executing a Transfer Order, the Operator is obliged to credit the Recipient's Provider's Bank Account with the amount of the Payment Transaction immediately, no later than:

- 1.1. by the end of the next Business Day after receiving the Payment Order from the User – if:

1.1.1. the Payment Transaction is executed in euro,

1.1.2. the Payment Transaction is executed in 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. up to 4 (fourth) Business Day after receiving the Payment Order from the User – if the Payment Transaction other than the transactions referred to in point 1.1 above, is executed in any currency for which the payment service covered by the Rules and Regulations is provided, and is executed within the territory of one or more Member States, i.e. when the registered office of the Recipient's Provider is located within the territory of a Member State;

2. Pursuant to this provision, the Operator and the User agree that Payment Transactions other than those specified in points 1.1 and 1.2 above, i.e. where the Recipient's Provider is located in a country other than a Member State, shall not be subject to the provisions of Articles 53-58 of the Payment Services Act shall not apply, which means in particular that the Operator shall not be obliged to ensure that the Bank Account of such a Recipient's Provider is credited within any of the time limits specified in point 1 above.

3. In the case referred to in point 2 above, the Operator shall endeavour to ensure that the deadline specified in point 1.2 above is met. To this end, the Operator shall order a transfer to the Recipient's Provider's account no later than on the next Business Day after receiving the Payment Order.

4. The execution time of a Transfer Order may be extended if the banks involved in the transfer suspend the transfer in order to clarify a situation beyond the Operator's control. However, this provision does not apply to the situation referred to in point 5 below.

5. If the User submits a Payment Order using the transfer option referred to in point 1.1.1, within the scope of Instant Transfer, and after the Operator attempts to execute this Payment Order, such transfer is rejected by the SEPA Instant clearing system, i.e. for technical reasons beyond the Operator's control, the Operator shall immediately notify the User that the Instant Transfer Order has not been and will not be executed and shall immediately, at the latest on the following day, return to the Payment Account the funds related to the unexecuted transfer, i.e. both the transfer amount and the fee for its execution.

Acceptance of the exchange rate before payment

§ 39 Acceptance of the exchange rate

1. The Exchange Rate Acceptance service allows the User to accept the exchange rate before making a payment to the Website.
2. This service may, but does not have to, be combined with a Transaction.
3. A Payment Transaction resulting from the service may be either a Payment Transaction to the User's own Payment Account or to a third party's Payment Account.
4. As part of the Services, the Exchange Rate Acceptance is based on the Exchange Rate current on the Website at the time of placing the Order, and this rate is indicated both at the time of placing the Order and at the same value at the time of completing the Order. This means that if the Exchange Rate for a given currency current on the Website changes between the start and end of placing an Order using the Exchange Rate Acceptance functionality, the Exchange Rate applicable to that Order will be the rate current at the time of starting to place that Order.
5. The moment of Exchange Rate Acceptance is the moment of placing the Order on the Website. When placing an Order during the term of the Agreement, the User may indicate, using the functionality of the Website, or if this functionality is active in the Mobile Application, whether the Currency Exchange Order placed by them on the Website is to be carried out using the exchange rate acceptance functionality before payment ("Exchange Rate Acceptance" or an analogous option) or without it. If this functionality is not used, the User may use alternative options.
6. The User's submission of an Order using the Exchange Rate Acceptance feature constitutes approval of the Currency Exchange Transaction at the exchange rate specified in accordance with point 4, and therefore:
 - a. the User may not – subject to point b – withdraw the submitted Currency Exchange Order (cancel the ordered Currency Exchange Transaction), and it shall be cancelled only in the cases referred to in point 11,
 - b. the submission of a Currency Exchange Order by a User who is a Consumer using the Acceptance of Exchange Rate function before making a payment constitutes consent to the use of this function and a request for the Operator to perform the Service, with regard to a given Order, this means that the User agrees to use the Services before the expiry of the withdrawal period referred to in § 59.
7. After accepting the exchange rate in accordance with points 4-6, the User is obliged to make a payment of the appropriate amount of funds intended for the execution of the Order, with the title indicated by the Operator when placing the Order, in accordance with the payment terms provided for in § 17. However, this appropriate amount (due to

the acceptance of the Exchange Rate) is known and visible at the time of placing the Order using the Exchange Rate Acceptance and remains unchanged during the period referred to in points 8 and 9. The title under which the payment should be made is also visible at the time of placing the Order, and it is also possible to record it on a durable medium and it is indicated in the message referred to in point 17. The payment of the entire relevant amount of funds intended for the Transaction or for the Additional Service may be made in instalments, with the conditions set out in this point applying to each partial payment. Under the conditions specified in sub-point a), the Operator allows the payment of an amount higher than the relevant amount referred to above, and under the conditions specified in sub-point b), the Operator allows the payment of the relevant amount with a title other than that indicated by the Operator when placing the Order.

a) If, in order to fulfil the obligation to pay the appropriate amount, the User pays an amount higher than the appropriate amount, but not higher than 10% of the appropriate amount, and this payment is made with the correct title indicated by the Operator when placing the order, it will be treated as fulfilment of the obligation to pay the appropriate amount within the meaning of the Rules and Regulations. In such a case, the appropriate amount will be exchanged in accordance with the order, and the excess payment over this amount will be left in the User's Payment Account on the Website. The provision of this clause is not combined with the provision of sub-clause b), which means that a payment of the amount described above, but made under an incorrect title, will not be treated as fulfilment of the obligation to pay the appropriate amount.

b) If the User, in order to fulfil the payment obligation, makes a payment of the appropriate amount, but indicates a title other than the one fully corresponding to the title indicated by the Operator when placing the Order, then, provided that the criteria referred to in the following sentences are met cumulatively, such payment shall also be treated as a correct payment of the appropriate amount. The criteria for recognising a payment as correctly made are:

1. making a payment of the exact amount corresponding to the appropriate amount; in this case, the provision of subparagraph a) does not apply;
2. making a payment with an incorrect title that does not indicate that the payment was made for a purpose other than that related to the Order in question. Titles indicating a payment for the aforementioned other purpose are considered to be, in addition to other Orders, all titles generated by the Website that result in the automatic execution of the instruction;
3. making the above payment within the time limit referred to in point 8;

4. in the period between the submission of this Order and the payment of this amount, there are no other submitted and uncompleted Orders using the Acceptance of the Exchange Rate, to which such a payment could also be credited, on the same terms as specified in Point 8.

8. The payment of the appropriate amount referred to in point 7 (taking into account point 7(a)), using the correct title referred to in point 7 (taking into account the admissibility of payments with a different title in accordance with point 7(b)), including payments that will be made in instalments, should be made, i.e. credited to the Operator's bank account, by 6 p.m. Polish time. b), including a payment that will be made in instalments, should be made, i.e. credited to the Operator's Bank Account, by 6:00 p.m. Polish time on the day on which the 7-day period from the date of submitting the Currency Exchange Order with acceptance of the exchange rate expires. If the payment is made from a Bank Account other than the one held by the User, the funds paid from that other Bank Account shall be returned to that account within 14 days of the date on which the funds are credited to the Operator's Bank Account. Failure to make the payment within the time limit referred to in the first sentence shall be tantamount to cancellation of the Currency Exchange Order with the Acceptance of the Exchange Rate.

Despite a payment that could not be credited to the User's Account, the User may make another transfer of funds towards the payment referred to in point 7 (taking into account point 7(a)) within the time limit referred to in the first sentence of this point from the Bank Account held by the User. If the User does not make a payment from the Bank Account of which they are the holder, then the Operator shall check whether the relevant amount in the relevant currency is available on the Payment Account for the given Currency Exchange Order using the Exchange Rate Acceptance. If it is a Payment Order, it shall be executed at its expense; if not, the Order shall be deemed cancelled by the User and the service related to this Order shall not be performed by the Operator, which means that:

1. The Operator is no longer obliged to exchange currency in accordance with this Currency Exchange Order, especially at the accepted exchange rate, either in whole or in part;
2. The User may be obliged to compensate the Operator for any damage caused in connection with the acceptance, for the period referred to in this point, of the Exchange Rate in accordance with the submitted and cancelled order, whereby such compensation shall be made by paying the amount calculated in accordance with point 12;
3. If funds from a verified Bank Account or another Bank Account held by the User are credited to the Operator's Bank Account after 7 calendar days from the date of placing the Currency Exchange Order with acceptance of

the exchange rate, these funds will be credited to the User Account, however, they will no longer be available for the execution of the cancelled Order. They may, however, be used by the User for other services provided by the Operator.

9. If the payment of the relevant amount referred to in point 7 (taking into account point 7(a)) is credited to the Operator's Bank Account within the time limit referred to in point 8 using the correct title referred to in point 7 (taking into account the admissibility of payments with a different title in accordance with point 7(b)), the Operator shall exchange the currency of the funds received into the target currency selected by the User at the accepted exchange rate.

10. The currency exchange shall take place immediately after the relevant amount has been credited in accordance with point 9. After the currency exchange, the funds resulting from the exchange shall be left in the Payment Account in accordance with the Customer's instructions or shall be subject to a Payment Transaction. In both cases, the transaction shall be deemed to have been executed.

11. If the payment of the relevant amount referred to in point 7 (taking into account point 7(a)) is not credited to the Operator's Bank Account within the time limit referred to in point 8 [in particular because the payment is not made at all, or because it is not correctly credited due to failure to provide the correct payment title referred to in point 7 (taking into account the admissibility of payments with a different title in accordance with point 7(b)), it is not credited in the correct amount within that time limit (taking into account point 7(a)), or the Payment Account does not contain the correct amount and currency, the Currency Exchange Order using the Acceptance of the Exchange Rate shall be deemed to have been cancelled by the User, and the service relating to that order shall not be performed by the Operator, which means that:

1. The Operator is no longer obliged to exchange currency in accordance with this order, especially at the accepted exchange rate, either in whole or in part;
2. The User may be obliged to compensate the Operator for any damage caused in connection with the acceptance, for the period referred to in point 8, of the Exchange Rate in accordance with the submitted and cancelled Currency Exchange Order, whereby such damage shall be compensated by payment of the amount calculated in accordance with point 12;
3. If funds are credited to the Operator's Bank Account [in an incorrect amount or too late or with an incorrect title, as referred to in point 7 (taking into account the admissibility of payments with a different title in accordance with point 7(b))] intended for exchange under a Transfer Order, these funds will be credited to the User Account, however, they will

no longer be available for the execution of the cancelled order. Instead, they may be used by the User for other services provided by the Operator.

12. When the User submits an Order resulting in the Acceptance of the Exchange Rate, the Operator bears the cost of exchanging the currencies covered by that order and exposes itself to currency risk, as well as – in the event of cancellation of the Order, including in the event of failure by the User to make a payment - the Operator shall bear the additional cost of reverse currency conversion of the currency previously exchanged in connection with the Acceptance of the Exchange Rate. Therefore, the loss that the Operator may incur if the User accepts the Exchange Rate and then fails to execute the Currency Exchange Transaction at that rate, for the reasons referred to in point 11, is calculated by the Operator as the sum of the costs of two exchanges and the change in the value of the funds, according to the following equation:

$$S = (M_k + M_s + Z) * K$$

where:

S – means the amount of damage;

M_k – means the purchase margin of the Base Currency covered by the cancelled order at the time of acceptance of the exchange rate; This is the difference between the average exchange rate and the Purchase rate, available on the Website;

M_s – means the selling margin of the Base Currency covered by the cancelled order at the time of acceptance of the exchange rate; This is the difference between the average exchange rate and the sale rate, available on the Website;

Z – means the change in the average exchange rate of the Base Currency against the Quote Currency from the moment the exchange rate was accepted to the moment the order became a cancelled order. This value is positive when the exchange rate has increased for an order to sell the Base Currency for the Quote Currency or when the exchange rate has decreased for an order to buy the Base Currency for the Quote Currency. When the exchange rate has not changed, the value is zero. Under opposite conditions, it is negative and is then deducted from the sum of M_k and M_s;

K – means the amount of the transaction covered by the cancelled order, expressed in the Base Currency at the time of the transaction.

In order to enable the User to assess the amount of the Operator's loss, when placing an Order using the Exchange Rate Acceptance, the Operator provides information about the current margin and the exchange rate at the time of placing the order (in accordance with point 5) and confirms this information in the email referred to in point 17. The Exchange Rate is variable over time and therefore, at the time of placing the order, the Exchange Rate that will apply in the future - at the time when the order becomes a cancelled order - is not yet known. Therefore, the User may determine the information about the Exchange Rate applicable at the moment when the Order became a cancelled

order (and used to calculate the "Z" position in the above equation) on the basis of the exchange rates publicly available on the Website.

13. For Users who have met the conditions precedent described in § 7, a limit of PLN 100,000.00 applies to the submission of Currency Exchange Orders using the Exchange Rate Acceptance. For Users who have not met the conditions precedent described in § 7, the amount of funds allocated for the execution of the Order may not exceed PLN 10,000.00.

14. The amount limits referred to above apply to both individual exchange orders using the Exchange Rate Acceptance and constitute a limit for the sum of all orders placed but not yet paid for [no posting of the relevant amount in accordance with point 7 (taking into account point 7(a)) with the correct payment title (taking into account the admissibility of payments with a different title in accordance with point 7(b)) exchange orders using the Acceptance of the Exchange Rate. Therefore, if placing an exchange order using the Acceptance of the Exchange Rate would result in exceeding this limit, such an order will not be accepted.

15. Bearing in mind that Currency Exchange Orders submitted using the Acceptance of the Exchange Rate may relate to different currencies, for the purposes of calculating the equivalent value of the Currency Exchange Order amounts and assessing whether they fall within the limits referred to in point 13, the Exchange Rate at the time of the order referred to in point 4 shall apply.

16. Currency Exchange Orders using the Acceptance of the Exchange Rate may be submitted during the hours when orders for electronic currency exchange services specified in the Rules and Regulations of the Website may be submitted.

17. The User shall receive a message from the Operator immediately after placing a currency exchange order using the Exchange Rate Acceptance. The e-mail message concerning the placed currency exchange order with a previously accepted exchange rate shall confirm:

1. the exchange rate for the ordered transaction (the accepted exchange rate),
2. other parameters of the transaction, including the margin used during the exchange
3. the amount that the User should pay into the Operator's Bank Account in accordance with point 7,
4. the title that should be indicated in the order to pay this amount, referred to in point 7,
5. the number of the Operator's Bank Account to which the payment should be made,
6. the exact date by which this amount should be paid in accordance with point 8.

§ 40 Payment Orders

1. The Operator provides the Pre-Payment Exchange Rate Acceptance Service to Recipients whose Bank Accounts, indicated in the Payment Order, are maintained by banks based in one of the countries listed in Appendix 3 to the Rules and Regulations.
2. The Operator may, under special conditions, allow Payment Orders to be submitted to Recipients' Bank Accounts maintained by banks based in countries other than those specified in Appendix 3. The special conditions for submitting such Payment Orders shall be governed by specific additional Rules and Regulations, which, once introduced and accepted by the User, shall form an integral part of the framework Agreement concluded between such User and the Operator. The conditions referred to in the preceding sentence may concern, among other things, the requirements to provide additional (with respect to the provisions of point 2 above) information or documents necessary for the acceptance and execution of such an Order, specifying a different time of receipt of such an Order (than that specified in point 14), specifying a different date of execution of a Transaction resulting from such an Order (than that specified in point 11).
3. The additional Rules and Regulations referred to in point 4 above may also contain provisions concerning amount limits for Payment Transactions executed to the Recipients referred to in this point.
4. In the case of Payment Orders to be executed to the Bank Accounts referred to in point 2 above, an indication of the possible need to provide information in order to correctly initiate or execute a Payment Transaction, other than that provided in accordance with points 2 and 3, and the scope of such additional information shall be specified each time in the respective Rules and Regulations referred to in point 2 above. Notwithstanding the provisions of the preceding sentence, the Operator shall inform Users of the above requirements each time they fill in a specific Payment Order form on the Website.
5. When executing a Payment Transaction, the Operator shall be obliged to credit the Recipient's Provider's Bank Account with the amount of the Payment Transaction immediately, no later than:
 - a. the end of the next Business Day after receiving (within the meaning of point 14) the Payment Order from the User – in the event that:
 - I. The Payment Transaction is executed in euros,
 - II. The Payment Transaction is executed in 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);
- b. up to 4 (four) Business Days from the moment of receiving (within the meaning of point 14) a Payment Order from the User – if the Payment Transaction, other than that referred to in point a) above, is executed in any currency for which the payment service covered by the Rules and Regulations is provided, and is executed within the territory of one or more Member States, i.e. when the Recipient's Provider is located within the territory of a Member State.
6. Pursuant to this provision, the Operator and the User agree that Payment Transactions other than those specified in points 11(a) and (b), i.e. where the Recipient's Provider is located in a country other than a Member State, are not subject to the provisions of Articles 53-58 of the Act shall not apply, which means in particular that the Operator shall not be obliged to ensure that the Bank Account of such a Recipient's Provider is credited within the time limit specified in point 11 above.
 7. In the case referred to in point 12 above, the Operator shall, however, make every effort to ensure that the time limit referred to in point 11(b) above is met. To this end, the Operator shall order a transfer to the account of the Recipient's Provider no later than on the next Business Day after receiving the Payment Order.
 8. The moment of receipt of the Payment Order by the Operator shall be deemed to be the day on which the User made the funds available to the Company for the execution of the payment order by depositing them into the appropriate Payment Account in the manner described above.
 9. The User may not revoke a Payment Order from the moment it is received by the Operator, as referred to in point 8.

§ 41 Liability of the Operator and the User within the Payment Service

1. Subject to § 5 point 20, in the event of an unauthorised Payment Transaction, the Operator shall immediately, but no later than by the end of the Business Day following the day on which the unauthorised transaction was detected, which was charged to the User's Bank Account, or after the date of receipt of the relevant notification, the Operator shall refund the amount of the unauthorised Payment Transaction to the User, except where the Operator has reasonable and duly documented grounds to suspect fraud and shall notify the law enforcement authorities in writing. The Operator shall refund the funds to the User, unless the above notification is made to the relevant authorities.

2. The User shall be liable for unauthorised Payment Transactions up to the equivalent of EUR 50 in Polish currency, determined using the average exchange rate announced by the National Bank of Poland on the date of the transaction, if the unauthorised transaction is the result of:
 - a. the use of a Payment Instrument lost or stolen from the User, or
 - b. misappropriation of the Payment Instrument.
3. The provisions of point 2 shall not apply if:
 - a. the User was unable to ascertain the loss, theft or misappropriation of the Payment Instrument before the Payment Transaction was executed, except where the User acted intentionally, or
 - b. 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 on its behalf, referred to in Article 6(10) of the Act.
4. The User shall be liable for unauthorised Payment Transactions in full if they caused them intentionally or as a result of an intentional or grossly negligent breach of at least one of the obligations referred to in § 5(26) or § 5(27) or § 5(28).
5. If the User did not intentionally cause an unauthorised Payment Transaction, they shall not be liable for unauthorised Transactions after making the notification referred to in § 5(28), and also if the Operator does not provide the possibility of making such a notification.
6. If a Payment Order is submitted directly by the User (as the Payer), the Operator shall be liable to the User for non-execution or improper execution of the Payment Transaction, except in cases where:
 - a. the non-execution or improper execution of the Transaction was due to force majeure or if the non-execution or improper execution of the Payment Order results from other legal provisions (especially in the cases referred to in points 12 and 13);
 - b. the Operator proves that the Payment Account of the Recipient's Provider was credited in accordance with the provisions of the Payment Services Act and in accordance with § 5 point 11;
 - c. the User's claims have expired as a result of the expiry of the period referred to in § 5 point 20;
 - d. 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 Payment Order, regardless of any other additional information provided by the User.
7. If the Operator, as the User's provider (acting as the Payer), is liable for the non-execution or improper execution of the Payment Transaction referred to in

- point 6, the Operator shall refund the User (Payer) the amount of the non-executed or improperly executed payment transaction.
8. In the event of non-execution or improper execution of a payment transaction, where the Payment Order relating to that transaction is not submitted directly by the User (as the Payer), but is submitted indirectly, because it is submitted by the User (as the Payer) to a provider offering a payment initiation service, who then submits it to the Operator, the Operator shall refund the User (Payer) the amount of the non-executed or improperly executed payment transaction.
 9. The Operator's liability for non-execution or improper execution of a Payment Transaction also includes fees and interest charged to the User as a result of non-execution or improper, including delayed, execution of the Payment Transaction.
 10. If the Payment Account of the Recipient's Provider has been credited in accordance with the provisions of the Payment Services Act and in accordance with § 5 point 11, then the Recipient's Provider shall be liable to the Recipient for the non-execution or improper execution of the payment transaction.
 11. In the event of a non-executed or improperly executed Payment Transaction initiated by the User (Payer), the Operator, as the Payer's provider, regardless of the liability incurred under Article 144(1) of the Act (i.e. the liability referred to in point 6), shall, at the request of the User (Payer), shall immediately take steps to trace the Payment Transaction and notify the User (Payer) of the outcome, with these activities being free of charge for the User (Payer).
 12. The Operator shall not be liable for any Payment Transactions that have not been executed or have been suspended, or for the freezing of assets, if these actions were taken in order to comply with anti-money laundering regulations or to implement a decision of the General Inspector of Financial Information.
 13. The Operator shall not be liable for the temporary blocking of access to the User Account in the case referred to in § 5 point 24 points d and e of the Rules and Regulations, or for the refusal to execute a Payment Order referred to in § 5 point 17 point d of the Rules and Regulations.

§ 42 Fees and commissions

1. If, for any reason, including in particular fees resulting from § 43 point 12, the amount of fees and commissions and other amounts due to the Operator from the User is higher than the amount of funds transferred to the Bank Account indicated by the Operator, the User undertakes to pay the fees and commissions and amounts due to the Operator within 14 days to the Bank Account indicated by the Operator.

§ 43 General provisions regarding Currency Exchange Orders

1. The User, acting on the basis of the Agreement, may place Currency Exchange Orders. A Currency Exchange Order may only concern currencies specified by the Operator on the Website, i.e. currencies listed in Appendix 4 to these Rules and Regulations.
2. Currency Exchange Orders may be placed by the User exclusively through the Website, using the dedicated functionality, subject to point 3 below.
3. Using the User Account functionality, the User may generate data allowing them to subsequently submit a Currency Exchange Order using the mechanism described in this provision, i.e. without the need to remain logged into the User Account at the time of submitting the Currency Exchange Order. After generating the data indicated in the preceding sentence, the User obtains the content that should be included in the transfer title referred to in § 17 point 1.1, so that this content defines the Currency Exchange Order submitted in this way, in accordance with the requirements provided for in § 44 point 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 currencies available in Appendix 4. These Rules and Regulations will also be payment service Rules and Regulations, therefore each withdrawal of an added currency from the Offer will be preceded by a notification 2 months in advance.

§ 44 Submitting Currency Exchange Orders

1. When placing a Currency Exchange Order, the User specifies its parameters by indicating:
 1. the type of order, i.e. a Sell order or a Buy order,
 2. the Currency Pair,
 3. the Currency Exchange Order Amount expressed in the Base Currency or Quote Currency,
 4. the Currency Exchange Order Rate. The User may accept the current rate or place a pending order at their own rate.
 5. It is possible to set a deadline for the order, after which it will be executed at the current Exchange Rate.
2. The Operator only accepts Currency Exchange Orders for which the User has full coverage from unblocked funds stored in the Payment Account maintained in the currency to be exchanged.
3. The User remains bound by the submitted Currency Exchange Order until the Currency Exchange Order is cancelled or the Currency Exchange Order is executed in full.
4. After placing a Currency Exchange Order, the funds intended for exchange are blocked on the Payment Account and remain blocked until the order is executed in full

or cancelled. Blocked funds cannot be used to place other orders provided for in the Rules and Regulations. In particular, they cannot be used for withdrawals, Transfer Orders or other Currency Exchange Orders.

7. A Currency Exchange Order may only be executed in full or remain unexecuted.

§ 45 Fees included in the Exchange Rate

1. If the Currency Exchange is combined with a withdrawal of funds, the cost of the withdrawal will be included in the Exchange Rate. This applies only to situations where the withdrawal of funds is payable in accordance with Appendix 1, i.e. the Table of Fees and Commissions.

§ 46 Execution of Currency Exchange Orders

1. If the User has placed a Currency Exchange Order that accepts the current Exchange Rate, the exchange takes place immediately after the Order is confirmed.
2. In the case of placing a Currency Exchange Order with an Exchange Rate specified by the User (other than the current Exchange Rate) in a situation where:
 1. For Buy Orders, the Exchange Rate available on the Website is equal to or lower than the Exchange Rate specified by the User,
 2. For Sell Orders, the Exchange Rate available on the Website is equal to or higher than the Exchange Rate indicated by the User,
3. Currency Exchange Transactions are executed at the current Exchange Rate available on the Website. If a currency exchange is to take place, the Exchange Rate, before rounding the amount, cannot be less favourable than in the submitted Currency Exchange Order.
4. A Currency Exchange Order is always executed in full. It is not possible to execute a Currency Exchange Order partially.
5. The Operator reserves the right to cancel a Currency Exchange Order placed by the User if, at the time of execution of the Currency Exchange Order, the Exchange Rate differs by more than 2% from the market exchange rate (FOREX). Such a high difference is treated as an error resulting from force majeure.
6. In the case of an automatic Currency Exchange Order (i.e. executed at the current Exchange Rate), the applicable rate for the order is the Exchange Rate at the time of execution of the Currency Exchange Transaction, and not at the time of generating the data for the transfer of funds for the Currency Exchange. The Exchange Rate indicated when generating the transfer data is for information purposes only and shows how the Currency Exchange would have been executed if the rate had not changed by the time of execution.

§ 47 Minimum exchange value

1. The Operator may set a minimum amount for Currency Exchange Transactions. This means that if the Operator exercises the right referred to in the preceding sentence, it will not accept a Currency Exchange Order placed for a Currency Exchange Order Amount lower than the minimum amount allowed for Currency Exchange Transactions.
2. The provisions of point 1 shall not apply if, as a result of partial execution of the Currency Exchange Order, the value of the unexecuted part of the Currency Exchange Order becomes lower than the minimum amount of a Currency Exchange Transaction. In such a case, the unexecuted part of the Currency Exchange Order shall not be cancelled by the Operator.
3. Information on the current minimum amount of a Currency Exchange Transaction is available on the Website. Each time that the Currency Exchange Order Amount specified when placing the Order is lower than the minimum amount of a Currency Exchange Transaction, the Operator shall provide the User with relevant information.

§ 48 Cancellation of Currency Exchange Orders

1. A Currency Exchange Order may be cancelled by the User via the User Account functionality. Such an order may only be cancelled if it has not yet been executed.
2. The cancellation of a Currency Exchange Order shall also be deemed to be the deletion of a Currency Exchange Order by the Operator in cases permitted in the Rules and Regulations.
3. A Currency Exchange Order cannot be modified by the User. A User who wishes to modify such an order should cancel the existing Currency Exchange Order and submit a new Currency Exchange Order.

§ 49 Credits and debits to the Payment Account related to currency exchange

1. Immediately after the execution of a Currency Exchange Transaction resulting from a Currency Exchange Transaction, the Operator shall make the appropriate entries in the Payment Account maintained for the User who accepted the exchange transaction, as follows:
 1. in the case of a User who has accepted a sell order, the Operator shall debit their Payment Account with the amount of the executed Currency Exchange Transaction in the currency being sold. Then, the Operator shall credit the User's Payment Account with the amount of the Currency Exchange Transaction in the counter currency, determining this amount on the basis of the exchange rate resulting from the Currency Exchange Transaction;

2. in the case of a User who has accepted a Purchase order, the Operator credits their Payment Account with the amount of the completed Currency Exchange Transaction in the currency being purchased. It then debits their Payment Account with the amount of this Currency Exchange Transaction in the counter currency, determining this amount on the basis of the exchange rate resulting from the Currency Exchange Transaction.
2. By placing a Currency Exchange Order, the User simultaneously agrees to the debits and credits referred to in point 1 above being made to their Payment Account as a result of the Currency Exchange Transaction.
3. The consent referred to in point 2 above may only be revoked by cancelling a Currency Exchange Order that has not yet been executed.
4. The moment of expressing the consent referred to in point 2 is the moment of submitting the related Currency Exchange Order.
5. The Operator shall inform Users about the execution of the Currency Exchange Transaction, as well as about the execution of the credits and debits referred to in point 1 above, by means of an appropriate entry in the Payment Account History, which is available after logging into the User Account. In addition, the Operator shall send this information to the User for whom the Currency Exchange Transaction is being executed in the form of an electronic message to the current E-mail Address.

The SMS notification service referred to in § 2 point 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's current Telephone number.
2. Sending SMS messages in the cases referred to in point 1 constitutes the SMS notification service referred to in § 2 point 7 of the Regulation.
3. The Operator does not charge any fees for sending SMS notifications.
4. In connection with receiving an SMS notification, the User may incur costs according to the tariff of the telecommunications Operator whose services they use in connection with the use of the Telephone number.

The service of preparing payment transaction statements referred to in § 2 point 9 of the Regulation

§ 51 Payment Transaction Statements

1. In the cases specified in the Rules and Regulations, the User may use the service of preparing Payment Transaction statements, i.e. initiate the preparation of a statement of Payment Transactions made within the Payment Account in a given period, which is made available to the User in paper or electronic form.
2. The service of preparing Payment Transaction statements referred to in point 1 above constitutes a representative service referred to in § 2 point 9 of the Regulation.
3. In the case referred to in § 34 point 3, the preparation of the statement described therein is free of charge.

The service of issuing certificates of Payment Account ownership referred to in § 2 point 15 of the Regulation

§ 52 Certificates of Payment Account ownership

1. In connection with the maintenance of a Payment Account, the User may request the Operator to issue a certificate of Payment Account ownership, i.e. a certificate containing information about that Payment Account or the services provided to the User in connection with that Payment Account.
2. The Operator shall issue the certificate referred to in point 1 above in paper form within 10 Business Days of receiving a request for such a certificate and shall make it available to the User in the manner specified in the request. In addition, the User may download this document independently using the appropriate functionality of the User Panel from the moment this functionality is made available in the profile.

Fees and commissions

§ 53 Fees

1. For the provision of services specified in the Rules and Regulations, the Operator shall charge fees and commissions specified in the Table of Fees and Commissions contained in Appendix 1 to the Rules and Regulations.
2. Regardless of the availability of the Table of Fees and Commissions, prior to concluding the Agreement, the Operator shall provide the Consumer, in electronic form and with sufficient advance notice, with a document concerning the fees charged for the provision of services related to the maintenance of the Payment Account, which also

constitutes Appendix 2 to the Rules and Regulations. In addition, the Operator shall make the document referred to in the preceding sentence available at its registered office on Business Days and on its website, and at the Consumer's request also in paper or electronic form.

3. The amount of certain fees and commissions charged by the Operator is not fixed, but depends on a specific service parameter, in particular the Currency Exchange Order Amount. Regardless of the rates of such fees or commissions referred to in the preceding sentence and the method of calculating these amounts each time, as specified in the Table of Fees and Commissions, the User shall be informed by the Operator of the amount of such costs, taking into account the parameters of the instruction, when submitting an instruction leading to the calculation of such a fee or commission.

4. If the execution of the instruction by the Operator involves additional fees charged by the intermediary bank or the Recipient's bank, the Operator shall not be liable for these fees, and the amount transferred to the Recipient's Bank Account shall not be reduced.

5. Fees and commissions are charged by the Operator in the amount specified in the Table of Fees and Commissions immediately after performing the activity or operation for which the fee or commission is charged, without the need to obtain the User's consent each time.

6. Fees and commissions are charged to the balance of the Payment Account. If, for any reason, the amount of fees and commissions or other amounts due to the Operator from the User exceeds the amount of available funds, the Operator shall refuse to perform the service.

7. The User acknowledges that the execution of Foreign Currency Transfer Orders through financial institutions may involve fees and commissions applied by those institutions.

8. The Operator executes Transfer Orders in the SHA Cost Option or the OUR Cost Option, at the User's discretion, for a 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 point 4. The OUR Cost Option is only available for specific scenarios specified in the TOiP.

§ 54 Statements of fees provided to the Consumer once a year

1. At least once per calendar year, the Operator shall provide the User who is a Consumer with a statement of fees charged during the period covered by the statement for services related to the Payment Account, free of charge.

2. In the event of termination of the Agreement, the Operator shall provide the Consumer, no later than within 2 weeks from the date of termination of the Agreement, with a statement of fees referred to in point 1 above for the period for which no such

statement has been previously prepared and which ends on the date of termination of the Agreement.

3. Acceptance of the Rules and Regulations means that the User who is a Consumer has agreed that the statements referred to in point 1 above will be provided to them by generating and making them available on the Website, and that the statement referred to in point 2 above will be sent to them in electronic form to their current E-mail Address. At the express request of the Consumer, the Operator shall provide the statements referred to in the preceding sentence in paper form, sending them by post to the Consumer's mailing address.

§ 55 VAT invoices

1. The provision of services by the Operator to the User is documented by VAT invoices. Invoices can be downloaded using the appropriate functionality of the User Account.

2. At the User's request, a paper VAT invoice will be sent by post to the User's mailing address.

3. VAT invoices are collective invoices for full calendar months and are separate for each currency in which the User paid commission in a given month.

Personal data

§ 56 Data Controller and information on data processing

1. The Data Controller of personal data collected and further processed in connection with the conclusion of the Agreement and the provision of services, within the meaning of the provisions on the protection of personal data, is the Operator – Currency One Spółka Akcyjna with its registered office in Poznań, ul. Szyperska 14, 61-754 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000402723, NIP 7831684097, REGON 301920555.

2. In connection with the provision of the services described in the Rules and Regulations via the Website, the Operator processes the personal data of Users. Data processing is carried out in accordance with the provisions of law, in particular the provisions of the GDPR.

3. Detailed information on the processing of personal data, including the obligations and rights related to its collection and processing, is contained in the information posted on the website:

<https://internetowykantor.pl/polityka-prywatnosci/> .

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

Termination of contractual relations and closure of the Payment Account

§ 57 Termination of the Agreement

1. The User may terminate the Agreement at any time without incurring any additional costs. In such a case, the Agreement shall be terminated with instant effect, i.e. upon receipt of the notice of termination by the Operator, subject to point 5 below.

2. Termination of the Agreement by the User shall be effected by completing the form available in the User Account, in writing by sending a statement of termination to the Operator's registered office: Currency One S.A. ul. Szyperska 14, 61-754 Poznań, or in electronic form by sending it from the E-mail Address to the Operator's e-mail address: biuro@internetowykantor.pl or using the Contact Box, from the moment this functionality is made available to Users. The Operator may additionally contact the User in order 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 medium, with a 2-month notice period.

4. For important reasons, the Agreement may be terminated by the Operator without observing the notice period referred to in point 3 above. Important reasons justifying the instant termination of the Agreement by the Operator include cases where:

1. despite being requested to do so, the User:
 1. has not provided the required data;
 2. has not provided the relevant documents confirming the data previously provided;
 3. provided false or incomplete personal data;
 4. has not provided data when the processing of such data was necessary due to the functioning of the ICT 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 conducted or is conducting activities aimed at gaining unauthorised access to the ICT System, in particular by breaking security measures;
4. cases of destruction, damage, removal or alteration by the User of data contained in the ICT System, obstruction by the User of access to such data, or disruption or other actions by the User preventing the automatic processing, collection or transfer of such data have been identified;

5. it has been established that the User's actions have caused a threat to the security of the ICT System, i.e. they constituted actions classified as money laundering within the meaning of the provisions on counteracting money laundering or which may raise suspicion of being such actions;
 6. it is not possible to apply at least one of the financial security measures in accordance with the provisions on counteracting money laundering to the User;
 7. the User operates in one of the industries not accepted by the Operator in accordance with Appendix 6;
 8. guidelines or recommendations of state authorities require the termination of cooperation with the User or the cessation of services provided to them;
 9. it has been established or there is a reasonable suspicion that the User conducts activities involving a high risk of money laundering or terrorist financing;
 10. it has been established or there is reasonable suspicion that the User is using the services for purposes related to committing fraud or that the User's use of the services poses a security risk;
 11. the Operator has determined that the User is an entity organising gambling games in violation of the Gambling Act,
 12. an entity organising gambling games in violation of the Gambling Act has been indicated as the Recipient;
 13. The Operator has reasonable grounds to suspect that the User or the person funding 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, the law or the rules of fair trading.
5. If, at the time of termination of the Agreement, the Currency Exchange Orders submitted by the User have not been fully executed, the Operator shall cancel these Currency Exchange Orders within 1 Business Day. Before the expiry of the period referred to in the preceding sentence, Currency Exchange Orders that have not been fully executed shall remain binding, with the proviso that the User may cancel these orders in accordance with the provisions of § 48.
6. Before terminating the Agreement, the User should ensure that the balance of the Payment Account is zero zlotys, e.g. by submitting a Transfer Order to the Recipient's Bank Account. At the express request of the User, they may ask for the remaining funds to be transferred to charity. This option is limited to a maximum value of PLN 5 or the equivalent in another currency.
7. If, after termination of the Agreement, there are funds remaining in the Payment Account, the Operator shall return them to the User immediately, but no later than within 3 Business Days of the termination of the Agreement. The refund shall be made

by submitting a Transfer Order to the Bank Account which has been verified as belonging to the User in accordance with the provisions of § 26, with the following reservations:

1. if possible, the refund shall be made by submitting Transfer Orders to the User's Bank Accounts held in the same currencies in which the funds are held on the Payment Account. If the User has several Bank Accounts held in a given currency, the payment shall be made to the one that was defined last;
 2. if the User has defined one or more Bank Accounts in the User Account, but the Payment Account also holds funds in currencies other than those in which these Bank Accounts are held, the Operator shall pay out to these Bank Accounts that part of the funds from the Payment Account which is held in the currency of these Bank Accounts, in accordance with the provisions of section 7.1 above. With regard to funds held in other currencies, the payment shall be made to the Bank Account defined last in the User Account, and these funds shall be converted into the currency of that Bank Account using the current Exchange Rate on the Website.
8. The Operator may terminate the Agreement without notice also in cases where:
1. the Operator finds that the User has not logged into their User Account for at least 2 years, has not submitted any Payment Orders or Currency Exchange Orders during this period, and has not used the Top-up Service,
 2. after sending any message to the current E-mail Address, the Operator receives a reply indicating that this E-mail Address is inactive or no longer exists, and at least 6 months have passed since the User last logged into their User Account or since the last Payment Order or Currency Exchange Order was submitted, or since the Top-up Service was used.
9. Before exercising the right of termination for the reasons specified in point 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 point 8.1 above, the Operator shall send information about its intention to terminate the Agreement to the current E-mail Address; if, after sending this information, the Operator receives a reply referred to in point 8.2 above, the Operator shall notify the User in the manner described in point 9.2 below;
 2. in the case referred to in point 8.2 above, as well as in the case referred to in the second sentence of point 9.1 above, the Operator shall attempt to notify the User of its intention to terminate the Agreement by sending an SMS message to the current Telephone number.
10. The Operator shall be entitled to terminate the Agreement for the reasons specified in section 8 after 30 days from the date of sending the message referred to in section 9.1

or section 9.2 above. The Operator shall lose this right if, before the expiry of the period specified in the preceding sentence, the User logs into their User Account, submits a Payment Order, Currency Exchange Order, or tops up their Payment Account using the Top-up Service. In the case referred to in point 8.2 above, the User must also change the inactive E-mail Address to a new E-mail Address, in accordance with § 6 point 11.

11. If the Agreement has been terminated by the Operator for the reasons referred to in point 4 above, the User may not re-register on the Website without the prior consent of the Operator.

12. In the cases referred to in point 4, the Operator has the right to immediately cease providing services to the User until the matter is clarified and to notify the relevant state authorities.

13. Upon termination of the Agreement, the Operator shall close the Payment Account, subject to prior refund as referred to in point 7 above, if the provisions of that point apply.

§ 58 Death of the User

1. The Agreement concluded by the Consumer shall expire upon his/her death. The funds remaining in the Payment Account, with the exception of funds paid out to the persons entitled to them referred to in Article 39a of the Payment Services Act, shall be paid out to the User's heirs. The conditions are the division of the estate, if there is more than one heir, and the presentation of documents required by law confirming the right of these persons to the inheritance, in particular a court decision confirming the acquisition of the inheritance or a notarised certificate of inheritance.

2. An agreement concluded by a natural person who is an entrepreneur does not expire upon the death of that person, but is subject to the provisions of the Act of 5 July 2018 on the succession management of a natural person's enterprise.

§ 59 Withdrawal from the Agreement

1. A User who is a Consumer has the right to withdraw from the Agreement without giving any reason within 14 days of its conclusion by submitting an appropriate statement, including using the form attached as Appendix 5 to the Rules and Regulations.

2. The statement may be submitted:

1. by post to the Operator's registered office: 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 email address biuro@internetowykantor.pl or using the Inbox;
3. using the User Account functionality.

3. To meet the deadline referred to in point 1 above, it is sufficient to send the statement before the expiry of that deadline.
4. If, with the consent of the User who is a Consumer, the provision of services related to the maintenance of the Payment Account commences before the expiry of the withdrawal period, the Operator may demand payment for the services actually performed.

Operator's liability

§ 60 Unauthorised Payment Transactions

1. Subject to § 33 points 1 and 2, in the event of an unauthorised Payment Transaction, the Operator shall immediately, but no later than by the end of the Business Day following the day on which such a transaction was identified, which was charged to the Payment Account, or after the date of receipt of the relevant notification, shall refund the amount of the unauthorised Payment Transaction to the User. An exception is when the Operator has reasonable and duly documented grounds to suspect fraud and informs the law enforcement authorities in writing. Unless the Operator submits such a report to the relevant authorities, it shall restore the debited Payment Account to the state it would have been in if the unauthorised Payment Transaction had not taken place.
2. The User shall be liable for unauthorised Payment Transactions up to an amount equivalent to EUR 50 in Polish currency, determined using the average exchange rate announced by the National Bank of Poland and applicable on the date of execution of such a transaction, if the unauthorised Payment Transaction is the result of:
 1. the use of a Payment Instrument lost or stolen from the User;
 2. misappropriation of the Payment Instrument.
3. The provisions of point 2 above shall not apply if:
 1. the User was unable to ascertain the loss, theft or misappropriation of the Payment Instrument 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 referred to in Article 6(10) of the Payment Services Act.
4. The User shall be liable for unauthorised Payment Transactions in full if they caused them intentionally or as a result of an intentional or grossly negligent breach of at least one of the obligations referred to in § 10 points 1, 2 and 3.

5. If the User did not intentionally cause an unauthorised Payment Transaction, they shall not be liable for such a transaction, provided that they made the notification referred to in § 10(3), subject to the Operator having provided the possibility of making such a notification.

6. If the Operator does not require strong authentication in a situation where it should be applied, the Payer shall not be liable for unauthorised Payment Transactions, unless acting intentionally.

7. Where a Payment Order is submitted directly by the User, the Operator shall be liable to the User for non-execution or improper execution of the Payment Transaction resulting from that 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 results from other legal provisions, in particular in the cases referred to in points 13 and 14 below;

2. the Operator proves that the Payment Account of the Recipient's Provider was credited in accordance with the provisions of the Payment Services Act and these Rules and Regulations;

3. the User's claims have expired as a result of the expiry of the period referred to in § 33 point 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 this Payment Order, regardless of other information provided by the User.

8. If the Operator, acting as the User's provider (acting as the Payer), is liable for the non-execution or improper execution of the Payment Transaction, in accordance with point 7 above, the Operator shall restore the Payment Account to the state it would have been in if the Payment Transaction had not been non-executed or improperly executed.

9. In the event of non-execution or improper execution of a Payment Transaction, where the Payment Order relating 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 a provider of payment initiation services, who then forwards it to the Operator, the Operator shall refund to such a User, acting as the provider maintaining the Payment Account, the amount of the non-executed or improperly executed Transaction. If necessary, the Operator shall restore the debited Payment Account to the state it would have been in had the Payment Transaction not been non-executed or improperly executed.

10. The Operator's liability for non-execution or improper execution of a Payment Transaction also includes fees and interest charged to the User as a result of non-execution or improper, including delayed, execution of the Payment Transaction.

11. If the Recipient's Provider's Payment Account has been credited in accordance with the provisions of the Payment Services Act and the Rules and Regulations, the Recipient's Provider shall be liable to the Recipient for non-execution or improper execution of the Payment Transaction.

12. In the event 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) shall, at the request of such User, immediately take steps to trace the Payment Transaction and notify such User of the outcome. This shall apply regardless of the liability incurred under point 7 above. These actions shall be free of charge for the User (acting as the Payer).

13. The Operator shall not be liable for:

1. unrealised or suspended Payment Transactions;
2. Payment Account blocks;
3. freezing of assets;

if these actions were taken in order to comply with anti-money laundering regulations or to implement a decision of the General Inspector of Financial Information.

14. In the cases referred to in the Rules and Regulations, the Operator shall not be liable for refusing to execute a Payment Order or for temporarily blocking access to the User Account or Payment Account.

§ 61 Crediting the Payment Account in a timely manner

1. If the Bank Account of the Operator, acting as the Recipient's Provider, is credited in accordance with Article 54 of the Payment Services Act as a result of the provision of the Payment Account crediting service, the Operator shall be liable to the User, acting as the Recipient, for the non-execution or improper execution of the payment transaction. The above provision applies to a situation where the Provider maintaining the User's Bank Account has, no later than by the end of the next Business Day after receiving a payment order for a payment transaction requested by the User to credit the Payment Account, credited the Operator's Bank Account with the amount of that transaction.

2. If the Operator, acting as the Recipient's Provider, is liable in accordance with point 1 above, it shall immediately credit the Payment Account with the relevant amount. This is to bring the Payment Account to the state it would have been in if the payment transaction had not been failed or improperly executed. This shall be done with a booking 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 executed correctly.

3. As part of the Internal Transfer Service, the Operator shall be liable to the User acting as the Recipient for the non-execution or improper execution of a payment transaction.

If the Operator, acting as the Recipient's Provider, is liable in accordance with the preceding sentence, it shall immediately credit the Payment Account with the appropriate amount. This is to bring the Payment Account to the state it would have been in if the payment transaction had not been non-executed or improperly executed. This shall take place on a booking 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 correctly.

§ 62 Exclusion of the Operator's liability

1. Except for the situations specified in the Rules and Regulations, the Operator shall not be liable for:

1. damage resulting from the execution of Currency Exchange Orders in accordance with their content, 2. the User's use of the Top-up Service, if in the given circumstances the responsibility lies with the User, the Topping-Up Paying Agent or the payment service provider providing the External Payment Instrument used as part of the Top-up Service,
3. non-performance or improper performance of obligations under Currency Exchange Orders resulting from circumstances for which the Operator is not responsible, in particular caused by a failure of the public telephone network, power supply systems or computer equipment, or the provision of incorrect transfer sender details by the User's bank; the above also applies to delays in the delivery of 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 responsible,
5. damages resulting from the refusal to accept an instruction, including a Payment Order or Currency Exchange Order, in connection with the User's violation of the Rules and Regulations,
6. potential lost benefits related to the unavailability of the Website caused by a failure or maintenance work,
7. actions, omissions and events in cases where the Operator is not liable in accordance with the other provisions of the Rules and Regulations.

Complaints and disputes

§ 63 Complaints and other methods of dispute resolution

1. The User may submit reservations regarding the services, in particular payment services, provided by the Operator or its activities, hereinafter referred to as complaints, in the form of:

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. verbally – by telephone at (+48) 61 250 45 65 or (+48) 61 646 06 00 or in person for the record at the address indicated in point 1.1 above,
3. in electronic form – by e-mail to the following address: biuro@internetowykantor.pl, using the Inbox, from the moment this functionality is made available to Users, or via the electronic Contact form available on the website at <https://internetowykantor.pl/kontakt/>.

2. A complaint may be submitted by a representative. As the response to the complaint may contain information covered by professional secrecy, the signature of the person granting the power of attorney should be duly certified, and the power of attorney should include a clause authorising the representative to obtain information protected by professional secrecy on behalf of the principal.

3. A complaint submitted by the User should include at least:

1. an indication of the reason for the complaint;
2. identification of the entities involved in the transaction, especially in the case of a complaint concerning a Payment Transaction or Currency Exchange Transaction;
3. a detailed description of the event;
4. transaction number;
5. transaction amount;
6. Transaction title;
7. designation of the Recipients (if applicable);
8. transaction date;
9. name of the bank and account number associated with the Transaction (if applicable).

4. A complaint may also be lodged by a potential User who has been refused service. Such a complaint may be lodged in the form referred to in point 1. Whenever points 6-13 and 16-18 refer to the User, this also includes potential Users. A complaint concerning a potential User should specify:

1. the first and last name, and in the case of a legal person or an organisational unit without legal personality, the name of the potential User;

2. a description of the event and the grounds for the complaint;
 3. the 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 shall consider the complaint and respond to it within 15 Business Days of its receipt. In particularly complex cases, where it is impossible to consider the complaint and respond within this period, the Operator shall immediately inform the User of the expected date of consideration of the complaint and response, together with an explanation of the reason for the delay, indicating the circumstances that must be established in order to consider the case. The extended deadline for considering the complaint and responding to it may not exceed 35 Business Days from the date of receipt of the complaint. In order to meet the above deadlines, it is sufficient to send a response before their expiry, and in the case of responses given in writing – to post it at a post office of the designated Operator within the meaning of Article 3(13) of the Act of 23 November 2012 – Postal Law.
7. The Operator shall respond to the complaint in paper form, sending it to the User's mailing address or, at the User's request, by e-mail to the E-mail Address provided by the User.
8. The response to the complaint should be provided in an accessible and understandable manner and should include, in particular:
1. information about the date of filing the complaint;
 2. the outcome of the complaint;
 3. comprehensive information about the reported problem, indicating the relevant provisions of the Rules and Regulations and applicable law, and, if possible, also quoting their wording (unless the nature of the allegations does not require it) – in the case of a complaint submitted by a Consumer;
 4. details identifying the authorised employee representing the Operator, including their first name, surname and position;
 5. specification of the deadline by which the claim raised in the complaint will be settled in accordance with the complainant's wishes, not later than 30 days from the date of the response.
9. Furthermore, in the event of a refusal to accept the complaint in whole or in part, the response to the complaint should additionally include:
1. factual and legal justification, unless the nature of the allegations raised does not require it;
 2. information on the possibility and manner of using out-of-court dispute resolution, submitting a request for consideration of the case to the Financial Ombudsman or bringing an action before a common court, indicating the entity that should be sued and the court with local jurisdiction to hear the case.

10. If the data or information provided in the complaint needs to be supplemented, the Operator shall ask the complainant to supplement it to the extent indicated before considering the complaint.

11. The complainant is obliged to provide the Operator with explanations and assistance in complaint matters, unless the provisions of applicable law preclude the provision of explanations or assistance.

12. The Operator shall not consider complaints that do not contain data enabling the identification of the User.

13. The Operator shall not be the addressee of complaints related to the incorrect performance by the Recipient of an obligation towards the User, in connection with which the User submitted a Payment Order.

14. After exhausting the complaint procedure, the dispute between the complainant and the Operator may be resolved through out-of-court proceedings for the resolution of disputes between a customer and a financial market entity:

1. conducted by the Financial Ombudsman (<https://rf.gov.pl/>) in accordance with the provisions of the Act of 5 August 2015 on the examination of complaints by financial market entities and on the Financial Ombudsman. The proceedings are initiated at the request of the complainant. If the Financial Ombudsman does not refuse to consider the dispute, the Operator's participation in such proceedings is mandatory;

2. conducted by the arbitration court at The Polish Financial Supervision Authority (https://www.knf.gov.pl/dla_konsumenta/sad_polubowny).

15. The User has the right to lodge a complaint against the Operator with the Polish Financial Supervision Authority. The right to lodge a complaint referred to in the preceding sentence also applies to entities to which the Operator has refused to provide payment services on the basis of the Rules and Regulations.

16. The proceedings referred to in 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 Directive 2009/22/EC (the Regulation on ODR in consumer disputes), by appointing the Financial Ombudsman or the Arbitration Court at the Polish Financial Supervision Authority as an ADR entity, i.e. a dispute resolution body. The ODR platform is available at <https://ec.europa.eu/consumers/odr/>.

17. A User who is a Consumer has the option of using an out-of-court method of handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the competent Provincial Inspectorate of Trade Inspection. Detailed information on the resolution of consumer disputes, including access and the dispute resolution procedure, can be found at:

https://uokik.gov.pl/spory_konsumenckie.php.

18. The User may also bring an action before a common court with local jurisdiction to hear the case, which is generally the common court with jurisdiction over the defendant's registered office, i.e. in the case of a lawsuit against the Operator – the District Court for Poznań-Stare Miasto in Poznań. In such a case, the defendant should be the Operator, whose details are provided in § 2 and are indicated in each response to a complaint.

19. Telephone conversations between the User and the Customer Service Office may be recorded and archived. The Operator does not make the recordings available to Users. In justified cases, the User may review a transcript of the recorded conversation, which is made available exclusively at the Operator's registered office upon the User's written request.

Amendments to the Rules and Regulations

§ 64 Proposing amendments to the Rules and Regulations, informing about them and their entry into force

1. The Operator reserves the right to propose amendments to the Agreement, i.e. amendments to the content of the Rules and Regulations, in the event of:

1. changes to the scope, form, functionality or operation of the services offered,
2. introduction of services to the Operator's Offer or withdrawal of services from the Operator's Offer,
3. changes in legal regulations affecting the provision of services by the Operator,
4. the issuance 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. the need to improve the security or availability of the services provided,
6. the need to clarify the provisions of the Rules and Regulations,
7. changes related to the provision of services due to technological progress.

2. The Operator reserves the right to propose amendments to the Agreement in relation to the Table of Fees and Commissions in the event of at least one of the following circumstances:

1. changes in the minimum wage or the level of at least one of the indicators published by the Central Statistical Office (GUS): inflation or average monthly remuneration in the enterprise 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 specific banking or non-banking activities,
 4. changes in the scope or form of services provided by the Operator, including changes or additions to the functionality of a given product, provided that such changes affect the costs incurred by the Operator in connection with the performance of the Agreement,
 5. changes in legal regulations governing the products or services offered by the Operator or affecting the performance of the Agreement, provided that such changes affect the costs incurred by the Operator in connection with the performance of the Agreement,
 6. changes in tax regulations or accounting principles applied by the Operator, provided that such changes affect the costs incurred by the Operator in connection with the performance of the Agreement,
 7. changes or issuance of court rulings, administrative rulings, recommendations or guidelines of authorised bodies, including The Polish Financial Supervision Authority, insofar as they affect the performance of the Agreement.
3. If the Operator decides to propose changes to the Agreement to Users, i.e. changes to the content of the Rules and Regulations or the Table of Fees and Commissions referred to in points 1 and 2 above, Users will be informed by the Operator of the proposed changes to the Agreement no later than 2 months before the date on which these changes come into force. The proposed changes will be communicated by e-mail sent to the current E-mail Address, as well as by a message on the Website.
4. If, before the date of entry into force of the proposed amendments to the Agreement referred to in points 1 and 2 above, the User does not notify the Operator of their objection to these amendments, it shall be deemed that the User has agreed to them. The User has the right, before the date of entry into force of these changes, to terminate the Agreement, without incurring any fees, with effect from the date of informing the User about the changes, but no later than from the date on which these changes would have been applied if the User had not terminated the Agreement. If the User raises an objection as referred to in the first sentence but does not terminate the Agreement, the Agreement shall expire at the end of the day preceding the date on which the proposed changes come into force.
5. Payment Orders and Currency Exchange Orders submitted before the changes come into force shall be executed according to the existing rules.
6. To the extent that the Rules and Regulations and its appendices constitute a model Agreement, i.e. in relation to potential Users, an amendment to the Rules and Regulations or its appendices does not require the procedure referred to in points 3-5 above to be followed. In such a case, the amended version of the Rules and Regulations shall apply to new Users from the moment of its announcement. For existing Users, the

amended version of the Rules and Regulations shall become effective after the provisions of the procedure referred to in points 3-5 above have been fulfilled.

7. If the amendment to the Table of Fees and Commissions concerns fees for services included in the list of representative services, the Operator shall provide the Consumer with whom it has concluded the Agreement with an updated document concerning the fees referred to in § 53 point 2.

Final provisions

§ 65 Matters not covered by the Agreement

1. The Agreement concluded between the User and the Operator shall be governed by Polish law.
2. In matters not covered by the Rules and Regulations, generally applicable provisions of law shall apply, in particular the Payment Services Act.
3. If the User is not a Consumer, the provisions of the Payment Services Act, the exclusion of which in relations with entities other than Consumers is permissible under the provisions of that Act, shall not apply. In such a case, matters not covered by the Rules and Regulations shall be governed by other provisions of law, except for those excluded in accordance with this and other provisions of the Rules and Regulations.

§ 66 Language of Communication

1. The Website is operated in Polish.
2. These Rules and Regulations have been drawn up in Polish. The Polish language version shall be the sole basis for the interpretation of the provisions of the Agreement.
3. Correspondence, including all notifications, information and other communications, shall be provided in Polish. At the User's request, the Operator may communicate in a language other than Polish and provide selected information or documents in those languages. In the event of any discrepancy between the Polish version and another language version, the Polish version shall be binding.

§ 67 Contact

1. The User may communicate with the Operator, subject to § 57 point 2, § 59 point 2 and § 63 point 1 of the Rules and Regulations, in the following forms:

1. electronically via the Contact form available at <https://internetowykantor.pl/kontakt/>, using the Inbox, from the moment this functionality is made available to Users, or to the e-mail address: biuro@internetowykantor.pl,

2. by telephone, at (+48) 61 250 45 65 or (+48) 61 646 06 00 – during the hours of the Customer Service Office 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 point 7 of the Rules and Regulations, by electronic means, by telephone or in writing.

§ 68 Disclosure of selected information by the Operator

1. At the User's request, the Operator shall, during the term of the Agreement, provide:
 1. the applicable provisions of the Agreement in paper form or on another durable medium. With the User's consent, this information may be provided by the Operator by e-mail;
 2. information concerning the Payment Account and executed Payment Transactions in paper form or on another durable medium. With the User's consent, this information may be provided by the Operator by e-mail.

§ 69 Legal disputes

1. Any disputes arising from the provision of services by the Operator to Users within the Website or related to these services shall be settled by the competent local courts in Poland, taking into account § 63 point 17.
2. Disputes between the Operator and Users who are entrepreneurs shall be resolved by the court having jurisdiction over the Operator, subject to point 3.
3. With regard to Users who are entrepreneurs who conclude the Agreement directly in connection with their business activity, which business activity is not, however, of a professional nature for them, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity, the provision of point 1 shall apply accordingly.

Attachments:

1. Table of Fees and Commissions.
2. List of fees charged for services related to the maintenance of a Payment Account.
3. List of countries.
4. Supported currencies.
5. Model withdrawal form for an Agreement.
6. Unsupported industries.

Appendix 1

Table of Fees and Commissions

Table of contents:

1. General Fees
2. Fees for withdrawals from InternetowyKantor.pl
3. Fees for withdrawals from InternetowyKantor.pl in CZK, NOK, SEK, DKK
4. Fees for withdrawals from InternetowyKantor.pl in AED, AUD, CAD, CNY, HKD, HUF, ILS, JPY, MXN, NZD, RON, SGD, TRY and ZAR

1. General fees:

No.	Type of activity	Cost to the customer
1.	Payment Account Top-up	0 PLN
2.	Electronic VAT invoice	0 PLN
3.	Paper VAT invoice	5 PLN
4.	Blocking and unblocking access to the Website	0 PLN
5.	Opening a Payment Account	0 PLN
6.	Maintaining a Payment Account	0 PLN
7.	BLIK payment fee	PLN 0.99
8.	PayPal deposit fee in EUR or PLN	1.5% of the deposit amount
9.	PayPal deposit fee in USD or PLN	1.8% of the deposit amount

2. Fees for withdrawals from InternetowyKantor.pl

No.	Type of transaction	Cost to the customer
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1.	Withdrawal by bank transfer in PLN to any bank in Poland	0 PLN/1 PLN explanation 1 below the table
2.	Payment to a bank where Internetowykantor.pl has an account in the relevant currency. The list of these banks is available at: https://internetowykantor.pl/jak-to-dziala/banki/	0 PLN/1 PLN explanation 1 below the table
3.	Payment in EUR by SEPA transfer to banks other than those listed in point 2 SEPA transfer – transfer within the Single Euro Payments Area in EUR, executed by the end of the next Business Day at the latest.	0 PLN/1 PLN explanation 1 below the table
4.	Payment in EUR (outside the SEPA zone), USD, CHF, GBP by standard transfer to banks other than those listed in point 2 Payment by standard transfer in PLN to banks other than those listed in point 1 A standard transfer is executed within a maximum of three full Business Days.	10 PLN
5.	Payment in EUR, USD, CHF, GBP by express transfer to banks other than those listed in point 2 Payment by express transfer in PLN to banks other than those listed in point 1 An express transfer is executed on the same day, at the latest by the end of the next Business Day.	20 PLN
6.	Payment in EUR, USD, CHF, GBP by express transfer with the OUR Cost Option to banks other than those listed in point 2 Express transfers are executed on the same day, at the latest by the end of the next Business Day. The OUR Cost Option means that no additional costs will be charged by banks. The Recipient will receive the exact amount specified.	80 PLN
7.	Refund in PLN to any bank in Poland	0
8.	Refund to the bank where InternetowyKantor.pl has an account in the relevant currency. The list of these banks is available at: https://internetowykantor.pl/jak-to-dziala/banki/	0 PLN

9.	Refund in EUR to banks other than those listed in point 8	0 PLN
10	Refunds in USD, CHF, GBP to banks other than those listed in point 8	10 PLN
11	Internal transfer	0

3. Fees for withdrawals from Internetowykantor.pl in CZK, NOK, SEK and DKK

No.	Type of transaction	Cost to the customer
1.	Withdrawal to a bank where InternetowyKantor.pl has an account in the relevant currency. The list of these banks is available at: https://internetowykantor.pl/jak-to-dziala/banki/	0 PLN/1 PLN explanation 1 below the table
2.	Payment in CZK, NOK, SEK, DKK by express transfer to banks other than those listed in point 1. Express transfers are executed on the same day, at the latest by the end of the next Business Day.	20 PLN
3.	Payment in CZK, NOK, SEK, DKK by express transfer in the OUR Cost Option to banks other than those listed in point 1 The express transfer is executed on the same day, at the latest by the end of the next Business Day. The OUR Cost Option means that no additional costs will be charged by the banks. The Recipient will receive the exact amount specified.	80 PLN
4.	Refund to the bank where InternetowyKantor.pl has an account in the relevant currency. The list of these banks is available at: https://internetowykantor.pl/jak-to-dziala/banki/	0 PLN
5.	Refunds in CZK, NOK, SEK, DKK to banks other than those listed in point 4	20 PLN

4. Fees for withdrawals from Internetowykantor.pl in AED, AUD, CAD, CNY, HKD, HUF, ILS, JPY, MXN, NZD, RON, SGD, TRY and ZAR currencies

No.	Type of activity	Cost to the customer
1.	Withdrawal to a bank where Internetowykantor.pl has an account in the relevant currency. The list of these banks is available at: https://internetowykantor.pl/jak-to-dziala/banki/	0 PLN/1 PLN explanation 1 below the table
2.	Payment in AUD, CAD, TRY, ZAR by standard transfer to banks other than those listed in point 1. Standard transfers are processed within 3 Business Days at the latest.	20 PLN
3	Payment in AED, CNY, HUF, ILS, JPY, RON by standard transfer to banks other than those listed in point 1. Standard transfers are processed within 3 Business Days at the latest.	40 PLN
4	Payment in HKD, MXN, NZD, SGD by standard transfer to banks other than those listed in point 1. Standard transfers are processed within 3 Business Days at the latest.	80 PLN
5.	Refund to the bank where Internetowykantor.pl has an account in the relevant currency. The list of these banks is available at: https://internetowykantor.pl/jak-to-dziala/banki/	0
6.	Refund in AUD, CAD, TRY, ZAR to banks other than those listed in point 1.	20 PLN
7.	Refunds in AED, CNY, HUF, ILS, JPY, RON to banks other than those listed in point 1	40 PLN
8	Refunds in HKD, MXN, NZD, SGD to banks other than those listed in point 1	80 PLN

Explanation 1:

This information applies only to withdrawals from the sections marked "Explanation 1" in the above Table of Fees and Commissions.

The Operator introduces a total limit of 5 transfers at a cost of PLN 0 per calendar month for the indicated transfers. This limit is increased by 1 transfer after exceeding each full multiple of PLN 2,500 in currency exchange turnover in a given calendar month. In the case of exchanges not denominated in PLN, the exchange amount is converted into PLN at the current NBP exchange rate. The unused limit of transfers at a price of PLN 0 is not carried over to the next calendar month.

A fee of PLN 0 applies if the customer still has a positive limit of free transfers. After making a transfer with a fee of PLN 0, the limit of transfers at a price of PLN 0 is reduced by 1 transfer. The PLN 0 fee also applies to the Exchange Rate Acceptance before Deposit service described in § 39, regardless of the transaction value.

After exceeding the limit, the fee charged for each subsequent operation in a given calendar month is PLN 1.

Appendix 2

List of fees charged for the provision of services related to the maintenance of a Payment Account

1. Transfer Order – a payment service consisting in crediting the Recipient's Bank Account, where a Payment Transaction from the Payment Account of the User acting as the Payer is made by the Operator as the Payment Account operator on the basis of an instruction given by the Payer.
2. Basic Transfer Order – means any Transfer Order, excluding Internal Transfer Orders, SEPA Transfer Orders and Foreign Currency Transfer Orders; Basic Transfer Order is the trade name of the transfer order service referred to in § 2(2) of the Regulation.
3. SEPA Transfer Order – a type of Transfer Order consisting in enabling 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 operate within the Single Euro Payments Area (SEPA); SEPA Transfer Order is the trade name of the SEPA Transfer Order service referred to in § 2(3) of the Regulation.
4. Foreign Currency Transfer Order – a type of Transfer Order consisting in enabling the transfer of funds from the User's Payment Account (as a domestic Payment Account) to the Recipient's domestic Bank Account with the Provider in a currency other than the Polish zloty and the euro; Foreign Currency Transfer Order is the trade name of the foreign currency transfer order service referred to in § 2(5) of the Regulation.
5. Internal Transfer Order – a type of Transfer Order consisting in enabling the transfer of funds between Payment Accounts maintained for Users by the Operator; Internal Transfer Order is the trade name of the internal transfer order service referred to in § 2(4) of the Regulation.

No.	Service name	Fee
1.	Transfer Order	PLN 0 or PLN 1* – PLN withdrawal to Poland 0 or 1 PLN* – Withdrawal to a bank which InternetowyKantor.pl has an account in PLN 10 PLN – Withdrawal in USD, CHF, GBP by standard transfer 20 PLN – Withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by express transfer with cost option SHA 20 PLN – Payment in AUD, CAD, TRY, ZAR by standard transfer in SHA Cost Option 40 PLN – Payment in AED, CNY, HUF, ILS, JPY, RON by standard transfer with SHA Cost Option 80 PLN – Payment in HKD, MXN, NZD, SGD by standard transfer in SHA cost option 80 PLN – Payment in USD, CHF, GBP, CZK, DKK, NOK, SEK by with the express option OUR 100 PLN – Payment in USD, CHF, GBP to countries that do not use the IBAN
2	SEPA Transfer Order	0 or 1 PLN* – Payment in EUR via SEPA transfer 0 or 1 PLN* – Payment to a bank where InternetowyKantor.pl has an account in EUR 10 PLN – Withdrawal in EUR (outside the SEPA) by standard bank transfer PLN 20 – Withdrawal in EUR by in the SHA Cost Option

		<p>PLN 20 – Payment in EUR by instant transfer</p> <p>PLN 80 – Payment in EUR by express transfer with OUR Cost Option</p> <p>PLN 100 – Payment in EUR to countries that do not use the IBAN standard</p>
3	Transfer Order in a foreign currency	<p>PLN 0 or 1* – Payment to a bank where InternetowyKantor.pl has an account in USD, CHF, GBP</p> <p>PLN 10 – Payment in USD, CHF, GBP by standard transfer to Poland</p> <p>PLN 20 – Payment in USD, CHF, GBP, CZK, DKK, NOK, SEK by express transfer with SHA Cost Option to Poland</p> <p>20 PLN – Payment in AUD, CAD, TRY, ZAR by standard transfer with SHA cost option</p> <p>40 PLN – Withdrawal in AED, CNY, HUF, ILS, JPY, RON by standard transfer with SHA cost option</p> <p>80 PLN – Payment in HKD, MXN, NZD, SGD by standard transfer with SHA</p> <p>80 PLN – Withdrawal in USD, CHF, GBP, CZK, DKK, NOK, SEK by express transfer in the OUR Cost Option to Poland</p>
4	SMS notifications (package)	PLN 0
5	Payment Account maintenance	PLN 0

6	preparation of a statement of payment transactions	PLN 0
7	Issuing a certificate of Payment Account ownership	PLN 0
8	electronic banking service	PLN 0

* Details in the Table of Fees and Commissions.

Appendix 3

List of countries (in which the Recipients' Bank Accounts are held) to which funds may be transferred as part of a 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

Appendix 4

Supported currencies

1. PLN
2. EUR
3. CHF
4. USD
5. GBP
6. CZK
7. DKK
8. NOK
9. SEK
10. AED – available only after technological launch on the Website
11. AUD
12. CAD
13. CNY – available only after technological launch on the Website
14. HKD
15. HUF – available only after technological launch on the Website
16. ILS – available only after technological launch on the Website

- 17. JPY – available only after technological launch on the Website
- 18. MXN
- 19. NZD
- 20. RON
- 21. SGD
- 22. TRY
- 23. ZAR

Appendix 5

Model withdrawal form for an agreement

Form for withdrawal from a payment services agreement

To:

Currency One S.A.

Szyperska Street 14, 61-754 Poznań

I, _____, hereby inform you of my withdrawal from the Agreement for the provision of payment services within the Intenretowykantor.pl Website.

Date of conclusion of the agreement: _____

First and last name: _____

Address: _____

Signature: _____

Date: _____

Methods of handling complaints

See also: document templates

Appendix 6

The list of unsupported industries includes activities related to:

1. Virtual currencies and quasi-cash instruments;
2. Human trafficking;
3. Precious metals and stones;
4. Weapons, including weapons of mass destruction and conventional weapons, as well as activities involving military risk;
5. Nuclear energy;
6. Narcotics;
7. Medical marijuana, electronic cigarettes, e-cigarette liquids and related accessories;

8. Pornography and other obscene materials (including PPV, live chats);
9. Gambling conducted without an appropriate licence issued in Poland;
10. Unlicensed financial institutions;
11. Unlicensed lotteries;
12. Anonymous e-wallet services;
13. Anonymous prepaid cards;
14. Shell banks and shell corporations;
15. Unauthorised media and copyrighted software;
16. Intermediaries in the trading of items in computer games;
17. Get-rich-quick schemes;
18. Pawnshops;
19. Crowdfunding;
20. High-risk charitable organisations;
21. Pharmaceutical products;
22. Hazardous chemicals;
23. Trade in narcotic drugs and psychoactive substances;
24. Religious organisations not regulated by the Act on the Relationship between the State and the Church;
25. Trade in historical monuments and cultural goods;
26. Trade in protected species;
27. Trade in items of special scientific significance, including those of archaeological, historical, cultural or religious significance;
28. Radical groups and ideologies;
29. Other illegal or fraudulent activities violating Polish law and international agreements to which the Republic of Poland is a party.