

## CURRENCY EXCHANGE TERMS AND CONDITIONS

### GENERAL PROVISIONS

#### § 1

1. All terms written in capital letters have the meaning specified in §2 below ("Definitions") or the Cinkciarz.pl Web Portal Terms and Conditions (hereinafter referred to as "the Terms and Conditions").
2. These terms and conditions (hereinafter referred to as "the Currency Exchange Terms and Conditions") define the principles for usage by the Users of Currency Exchange Services and Supporting Services, as provided by CINKCIARZ.PL via the CINKCIARZ.PL Web Portal. Currency Exchange Services and Supporting Services comprise the Chargeable Services within the means of the Terms and Conditions.
3. In regards to matters not settled in the Currency Exchange Terms and Conditions, the Terms and Conditions apply.

### DEFINITIONS

#### § 2

1. **CINKCIARZ.PL** – a commercial law limited company under the business name of CINKCIARZ.PL Sp. z o.o. with its registered office in Zielona Góra, at ul. Sienkiewicza 9, 65-001 Zielona Góra, entered into the Register of Entrepreneurs kept by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register under the number KRS 0000364722, share capital PLN 23,263,500, VAT ID No: 9291830388, email address: [kontakt@cinkciarz.pl](mailto:kontakt@cinkciarz.pl), conducting the currency exchange activity within the meaning of the Foreign Exchange Law, entered into the currency exchange activity register kept by the National Bank of Poland under the number 8808/2010.
2. **Conotoxia** - Conotoxia Sp. z o.o. with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000498818, NIP number (tax identification number): 9291858406, REGON number: 081192479, with share capital in the amount of PLN 2,700,000 (two million, seven hundred thousand zloty), email address: [office@conotoxia.com](mailto:office@conotoxia.com), remaining under the supervision of and with licensed permission from the Polish Financial Supervision Authority to provide payment services as a national payment institution, entered into the register of payment service providers maintained by said authority under the following number: IP30/2015.
3. **Currency Exchange Office** - Cinkciarz.pl Sp. z o.o. provides currency exchange services.
4. Working Time of the CINKCIARZ.PL Currency Exchange Office - time when Transactions are executed, covering each Business Day, from 9:00 a.m. to 4:30 p.m. (CET).
5. **Business Day** – each day from Monday to Friday, excluding bank holidays, both in Poland and in the country of a given currency.
6. **Transaction Day** – within the meaning of §10 of these Terms and Conditions, a day indicated by the User within a Standing Order Contract, in which CINKCIARZ.PL is obliged to supply the purchased currency.
7. **Currency Card** – a prepaid Currency Card, reloadable, available in the following currencies EUR, GBP, USD and PLN.
8. **Exchange Rate** – the rate of exchange, as binding at the CINKCIARZ.PL Web Portal, of currency units expressed in the Base Currency into currency units expressed in the Non-Base Currency upon placement of the Transaction execution order by the User, at which the Transaction is executed.

9. **Transaction Amount** – the number of currency units, as expressed in the Base Currency, whose purchase, sale or exchange is the subject matter of the Transaction.
10. **Transaction Confirmation** – a note issued by CINKCIARZ.PL to confirm the execution of Services.
11. **Transfer** – the transfer of cash between CINKCIARZ.PL and the User.
12. **Clearing Account** – an account kept by a financial institution for the User, into which CINKCIARZ.PL will transfer cash in the Non-Base Currency in connection with the clearing of a Transaction.
13. **Transaction** – a transaction executed via the CINKCIARZ.PL Web Portal, consisting of the sale, purchase or exchange of currencies in line with the principles as specified in the Terms and Conditions.
14. **Transaction Transfer Title** – an individual, unequivocal title of a cash transfer generated by the CINKCIARZ.PL Web Portal following the User’s order to execute a Transaction, that is transmitted to the User in the contents of an electronic message that which is sent to define the conditions of the Transaction, as well as to identify the summary of the Transaction ordered, as well as in the list of Transactions ordered in the Account.
15. **Money Transfer Service** - Payment services provided by Conotoxia upon request of the User. Payment Transactions or Money Transfer, act in accordance with the Payment service Terms and Conditions “Money Transfer”, available at conotoxia.com.
16. **Currency Exchange Services** – currency exchange services by electronic means, in a single transaction model, within a Standing Order or using the currency wallet rendered by Cinkciarz.pl to the User via the CINKCIARZ.PL Web Portal, comprising the Chargeable Services within the meaning of the Terms and Conditions.
17. **Supporting Services** – tools supporting currency exchange via the CINKCIARZ.PL Web Portal, comprising the Chargeable Services within the meaning of the Terms and Conditions:
  - Standing Orders – the automatic purchase or sale of a currency during a fixed time interval,
  - Currency Cards – prepaid charge cards, available in four currencies,
  - Currency Alerts – notifications sent in a situation in which a given currency reaches the exchange rate indicated by the User,
  - Direct Debit – the automatic settlement of liabilities from the User’s account,
  - Text Notification – currency exchange rates send via text message to the phone number selected by the User.
18. **Base Currency** – the currency whose unit price (Exchange Rate) is expressed in a Non-Base Currency.
19. **Non-Base Currency** – the currency in which the price of a unit (or a specified number of units) of the Base Currency is expressed.

### **CONCLUDING CONTRACT FOR CURRENCY EXCHANGE SERVICES AND SUPPORTING SERVICES.**

#### **§ 3**

1. Currency Exchange Services and Supporting Services are only made available to registered Users who have provided correct personal data and correct numbers of accounts with financial institutions in which they want to execute Transactions.
2. In order to use the Currency Exchange Services and Supporting Services, it is necessary to familiarize oneself with the Currency Exchange Terms and Conditions and to make a statement of will regarding acceptance of the provisions of the Currency Exchange Terms and Conditions, as well as to have the User’s

identity verified successfully in line with the requirements of the Terms and Conditions on counteracting money laundering.

3. The User acknowledges that CINKCIARZ.PL does not bear responsibility for mistakes made by the User, in particular with bank account numbers.

## **APPLICATION OF FINANCIAL SECURITY MEASURES**

### **§ 4**

1. In the scope as necessary to perform the obligations resting on CINKCIARZ.PL under the Terms and Conditions on counteracting money laundering and terrorism financing, CINKCIARZ.PL is empowered to:
  - undertake activities in order to identify the User and apply appropriate measures depending on risk assessment, to verify its identity for the purpose of obtainment of the data relating to the identity of the User by CINKCIARZ.PL. The activities as referred to in the previous sentence, can be undertaken by CINKCIARZ.PL to also establish an actual beneficiary with respect to the User, within the meaning of the Terms and Conditions on counteracting money laundering and terrorism financing,
  - monitor, on an ongoing basis, the economic relations with the User, as well as examine the origin of the assets,
  - obtain information regarding the purpose and nature of economic relations as intended by the User,
  - perform other activities as required by the Terms and Conditions on counteracting money laundering and terrorism financing,
  - establishment of the first payment into the CINKCIARZ.PL bank account has been made by the User via the User's bank account with an entity providing financial services, where the payment orderer's data corresponds to the User's data indicated in CINKCIARZ.PL.
2. The User completes the prompt transfer of information or documents as necessary for CINKCIARZ.PL to perform its obligations resulting from the Terms and Conditions on counteracting money laundering and terrorism financing to CINKCIARZ.PL.
3. In order to exercise the power as referred to in Section 1 of this Article and the remaining provisions of the Terms and Conditions, CINKCIARZ.PL may demand that the User:
  - present a copy of the identifying document or identification card of the User or the natural persons acting on behalf of the User,
  - present a copy of the decision regarding the assignment of the tax identification number,
  - provide documents or statements to confirm the personal and address data of the User or the natural persons acting on behalf of the User,
  - provide copies of the documents as referred to in Points a. through c. herein, to be notarially authenticated or signed as true copies by the user or a person acting for or on behalf of the same,
  - submit to or serve CINKCIARZ.PL with other documents or information as necessary for CINKCIARZ.PL to apply financial security or increased financial security measures, as required by the Terms and Conditions on counteracting money laundering and terrorism financing.
4. In the case of the User's inability to apply financial security measures, as referred to above, CINKCIARZ.PL is entitled to refuse provision of Currency Exchange Services or Supporting Services, or terminate the contract for provision of these services.

## **PAYING FOR CURRENCY EXCHANGE SERVICES AND SUPPORTING SERVICES**

### **§ 5**

1. Currency Exchange Services and Supporting Services are chargeable in line with the Table of Fees and Charges available [here](#), which comprise a part of these Currency Exchange Terms and Conditions.

2. The execution by CINKCIARZ.PL of Transfers into the Clearing Account with financial institutions registered outside the Republic of Poland is chargeable, and in case of Transfers into the Clearing Account with financial institutions registered in the country – may be chargeable depending on the agreement which binds the User in the relations with bank(s) (so-called “rates scheme”) or the approach of relevant banks to charging the so-called internal transfers (made within the same bank or group to which the relevant banks belong). The amount of fees collected on Transfers into the Clearing Account with financial institutions is available [here](#). This fee is added to the Transaction Amount and paid by the User together with the Transaction Amount.
3. In the case of the User applying to CINKCIARZ.PL for the delivery of additional messages – i.e. those not covered by the Services – including mBank CompanyNet messages, statements, correspondence or other similar documents, or information which needs to be acquired from third parties, CINKCIARZ.PL may, at its sole discretion, undertake the provision of such additional documents or information, and in such cases CINKCIARZ.PL will contact the User in order to inform it of the necessity of paying additional fees or bearing additional operating costs in this respect and their amounts, as well as obtaining the User’s consent to cover the same.

## CURRENCY EXCHANGE TRANSACTIONS

### § 6

1. CINKCIARZ.PL provides exchange services only with respect to the currencies specified on the electronic currency exchange table that are made available on the CINKCIARZ.PL Web Portal.
2. The User orders the execution of a Transaction and CINKCIARZ.PL accepts this order via CINKCIARZ.PL Web Portal.
3. CINKCIARZ.PL executes Transactions solely within the Currency Exchange Office Working Time.
4. CINKCIARZ.PL makes 3 currency exchange models available to its Users: transactions from a bank account, from a currency wallet as well as social transactions.
5. When ordering the execution of a Transaction, the User is obliged to specify, by means of a relevant form available in the Account, the terms and conditions of execution of the Transaction, i.e.:
  - the Base Currency and Non-Base Currency pair,
  - the Transaction Amount,
  - the Transaction type,
  - the Clearing Account as appropriate for the execution of the Transaction, i.e. the account in the Non-Base Currency as appropriate to have the Transaction cleared by CINKCIARZ.PL, as well as personal data, including but not limited to the first name, surname (or business name), address (or registered office) in accordance with the data registered with the financial institution keeping the Clearing Account as the data of the holder of this account, and then to confirm the execution of the Transaction.
6. Upon confirmation of the execution of the Transaction, the User makes a statement of will within the meaning of the Civil Code Act, thereby accepting the offer to conclude a binding contract for exchange of the Non-Base Currency in the amount as specified by the User subject to the terms and conditions offered by CINKCIARZ.PL.
7. Having confirmed the execution of the Transaction by the User, CINKCIARZ.PL automatically generates the Transfer data, while simultaneously sending a confirmation of the conclusion of the Transaction to the User’s email address, therein indicating the terms and conditions of the Transaction, the Transaction Exchange Rate applied and the Transfer data.
8. As of the moment of the User’s confirmation of the execution of the Transaction, it is assigned a status of “pending”.

## PAYMENTS FOR EXECUTION OF TRANSACTION

### § 7

1. In order for CINKCIARZ.PL to execute a Transaction, the User is obliged to pay the Transaction Amount into the CINKCIARZ.PL payment account, as identified in the confirmation of the conclusion of the Transaction. The payment must be made no later than within 24h (twenty four hours) of the moment of ordering the Transaction, wherein the payment of the Transaction Amount is considered as made upon crediting the relevant payment account at CINKCIARZ.PL with cash in the appropriate amount.
2. A Transfer in order to execute a Transaction, including a payment into the currency wallet, may only be made by the User. In order to execute the Transaction in the case of CINKCIARZ.PL verifying the data of the entity that orders the Transfer, including a payment into the currency wallet, as inconsistent with the data of the User provided to CINKCIARZ.PL, CINKCIARZ.PL will not execute the Transaction, whereas the amount received is returned to the account where funds were received.
3. An absolute requirement for the electronic accounting system at CINKCIARZ.PL is to make a correct record of the payment account at CINKCIARZ.PL being credited with the Transaction Amount that the User made into the relevant payment account of CINKCIARZ.PL with the title being identical to the Transaction Transfer Title. Any change in the Transaction Transfer Title by the User will result in a delay in the execution of the Transaction. In this case, the Transaction is passed over for a manual service, and the time of its execution may be extended up to 24h (twenty four hours) of the Currency Exchange Office Working Time, counting from the moment of the electronic accounting system of CINKCIARZ.PL recording the crediting of the payment account of CINKCIARZ.PL with the Transaction Amount.
4. Accepting a Transaction for execution by CINKCIARZ.PL takes place upon the electronic accounting system of CINKCIARZ.PL making a record of the crediting of the payment account of CINKCIARZ.PL with the Transaction Amount.
5. Execution of the Transaction by CINKCIARZ.PL (ordering by CINKCIARZ.PL of the execution by a financial institution of a Transfer into the Clearing Account) will occur within 8h (eight hours) of the CINKCIARZ.PL Currency Exchange Office Working Time, counting from the moment of CINKCIARZ.PL accepting the Transaction for execution. Prior to ordering a Transaction it is worth familiarizing oneself with the Transaction Execution Time in respective banks and currencies available [here](#).
6. In the case of the payment account of CINKCIARZ.PL being credited with the Transaction Amount outside of the Currency Exchange Office Working Time, the Transaction will be accepted for execution:
  - a. on the same day, if the payment account of CINKCIARZ.PL is credited with the Transaction Amount before 9:00 a.m. (CET) on a Business Day,
  - b. the following Business Day, if the payment account of CINKCIARZ.PL is credited with the Transaction Amount after 4:30 p.m. (CET) on a Business Day.
7. In exceptional cases, the User may apply to change the date of execution of the Transaction for a later date. CINKCIARZ.PL will specify the terms and conditions on which the User's application may be accepted, in particular, the amount which the User will be obliged to pay into the payment account of CINKCIARZ.PL by means of security for the execution of the Transaction at a later date, and the amount of an additional fee due to CINKCIARZ.PL under the change of the date of the execution of the Transaction (the amount of which will take into account a change of the currency exchange rate of the execution of the Transaction resulting from the change of the date of its execution). In the case where, despite an agreement as to the terms and conditions of a change of the date of the execution of a Transaction, the User does not enter upon the execution of the Transaction as arranged, CINKCIARZ.PL has the right to deduct, from the amount paid in by the User by way of securing the Transaction execution, an amount corresponding to the damage, as sustained by CINKCIARZ.PL to be calculated in line with the general principles of civil law, including the amount comprising the exchange rate difference between the Exchange Rate as of the moment of placing the order for the execution of a Transaction by the User and the exchange rate as of

the moment of the execution by CINKCIARZ.PL of the reverse Transaction.

8. The User acknowledges that due to the Transaction amount limits, as binding at CINKCIARZ.PL, to be defined by relevant financial institutions, in order to execute a given Transaction or return the funds, CINKCIARZ.PL may execute the Transaction by means of more than one Transfer. The above is without prejudice to the obligation of CINKCIARZ.PL, as referred to in §6 Section 11 of these Terms and Conditions.
9. In case the User makes a transfer to the payment account of CINKCIARZ.PL in an amount which is lower than the Transaction Amount as specified in the terms and conditions of the Transaction, then CINKCIARZ.PL will request that the User supplement this amount.
10. The request for supplementation of the Transaction Amount will be sent to the User to its email address.
11. The User is obliged to pay the absent Transaction Amount within up to 2 (two) Business Days, counting from the day on which the User received the request.
12. Following the ineffective expiration of the time limit as determined in the request, CINKCIARZ.PL may execute the Transaction up to the amount of the means paid in by the User, whereas with respect to the lacking Transaction Amount, as specified in the request, CINKCIARZ.PL will apply the procedure of cancellation of the Transaction through the fault of the User.
13. In case the User makes a Transfer into the payment account of CINKCIARZ.PL in an amount which is higher than the Transaction Amount as specified in the terms and conditions of the Transaction, CINKCIARZ.PL will then execute the Transaction subject to the Terms and Conditions as defined, from the User as per §6, Sections 6 and 8, whereas the surplus amount is paid by CINKCIARZ.PL into the User's currency wallet.
14. After being informed of the User making a payment in the amount as referred to above, CINKCIARZ.PL immediately sends a notification in which it informs the User of the amount of the surplus payment and the solution applied to the User's email address.

## **CURRENCY WALLET**

### **§ 8**

1. CINKCIARZ.PL offers its Users the possibility of exchanging currency using the currency wallet option.
2. The User, willing to use the possibility of currency exchange by means of the currency wallet should make a cash payment to the currency wallet in the Base Currency for the intended Transaction into the relevant payment account of CINKCIARZ.PL (generated by the system and made available in the User's Account). If the User also utilizes the "Money Transfer Service", the User may set a standing order to fund the currency wallet with all the funds he/she receives on his/her payment accounts maintained by Conotoxia as part of the payment services provided by Conotoxia to the User.
3. Immediately following the CINKCIARZ.PL payment account being credited with cash paid in by the User, the amount of the payment will be shown in the User's Account, which at the same time, enables the User to dispose of the deposited cash at its discretion.
4. Within the framework of the currency wallet, the User may accumulate cash for the purpose of:
  - currency exchange, taking place within the framework of the currency wallet,
  - currency exchange using cash accumulated in the currency wallet.
5. Cash accumulated within the framework of the currency wallet is not subject to accrued interest.
6. At any time, the User may request a withdrawal from CINKCIARZ.PL of all or part of the funds accumulated in the currency wallet, indicating the appropriate Settlement Account of the User or in the case of Users using payment services offered at Conotoxia.com the currency wallet held for the User by CINKCIARZ.PL Web Portal. Withdrawal of funds from the User's currency wallet without a transaction order is



possible only in the Base Currency to the Settlement Account at the financial institution from which the payment was made or in the case of Users using payment services offered at Conotoxia.com, the currency wallet maintained for the User by CINKCIARZ.PL Web Portal. In the case of withdrawal without ordering transactions to a Settlement Account with a financial institution, the minimum amount available for withdrawal cannot be lower than 10 (ten) units of the withdrawable currency, whereas in the case of HUF and JPY the minimum amount is 1000 units of currency and in the case of PLN - 1 PLN.

7. The accounting balance and the balance available for each technical account of the User are shown in the User's Account.
8. In order to execute a Transaction, the User orders the execution of the Transaction in the "wymień walutę" ("exchange currency") tab, accessible in the Account, within the limits of the balance available in the account of the User. Upon confirmation by the User of the Transaction order, it is assigned an "executed" status, whereas the technical accounts of the User in the Base Currencies and Non-Base Currencies is changed accordingly, corresponding to the Transaction Amount and the Currency Exchange Rate at the moment of the confirmation of the Transaction order.
9. CINKCIARZ.PL is obligated to order the cash transfer which the User has ordered to be withdrawn from the User's technical accounts into the Clearing Account as identified by the User no later than within 8 (eight) hours of CINKCIARZ.PL Currency Exchange Office Working Time as of the moment of the User ordering the withdrawal of this cash accumulated in the technical account(s) of the User.

## **TRANSACTION CONFIRMATIONS**

### **§ 9**

1. CINKCIARZ.PL confirms the execution of the Currency Exchange Services in the form of Transaction confirmations and ensures provisions thereof in a manner as consistent with the Terms and Conditions.
2. CINKCIARZ.PL issues Transaction confirmations for the Currency Exchange Services as provided in electronic format, in line with the Goods and Services Tax Act.
3. Transaction confirmations issued in electronic format are made available in the User's Account in the form of a file in .pdf (Portable Document Format) format to be downloaded. An issued confirmation can be viewed using the free Adobe Acrobat Reader program, which the User may download and install on its own.
4. The User may receive Transaction confirmations in hard copy, having previously made a statement of will to this effect and having agreed the terms and conditions of being delivered the same.

## **STANDING ORDERS**

### **§ 10**

1. Via the CINKCIARZ.PL Web Portal, the User may conclude a standing order contract with CINKCIARZ.PL which consists in CINKCIARZ.PL for executing currency exchange for the User based on an individually determined Exchange Rate, within the time interval as defined by the User.
2. To do this, the User must add a standing order and fill out the standing order contract form.
3. Within the contract, as referred to in Section 1 above, CINKCIARZ.PL undertakes the exchange for the User of the Non-Base Currency as determined by the User to execute on a standing basis, and the User is obligated to make a payment to the Transaction Amount, as per the Transactions Terms and Conditions that have been established in the contract.

4. The User is obligated to identify the Clearing Account kept in the Non-Base Currency, into which CINKCIARZ.PL will make a Transfer in the Non-Base Currency, as appropriate for the Transaction.
5. CINKCIARZ.PL, within the duration of the contract, is obligated to make the Transfer in the Non-Base Currency into the User's Clearing Account within the time limit indicated in the contract as the Currency Delivery Day.
6. Prior to the establishment of the Currency Delivery Day, the User should familiarize itself at the financial institution with the Currency Transfer Execution Time from CINKCIARZ.PL to the User.
7. CINKCIARZ.PL undertakes the exchange in the Non-Base Currency 5 (five) Business Days prior to the Currency Delivery Day. CINKCIARZ.PL undertakes the notification of the User immediately at the email address as indicated by the latter, as well as by placing this information in the transaction system of CINKCIARZ, of the Exchange Rate, as applied, as well as to identify the Transaction Amount.
8. In the case of the conclusion of a standing order in which the User indicates a Currency Delivery Day that would be rendered impossible for the Parties to perform the obligations resulting from this contract, i.e. keeping the contractual dates, the standing order will be accepted for execution as from the following month.
9. The User undertakes the payment of the Transaction Amount 2 (two) Business Days prior to the Currency Delivery Day, wherein the payment day is considered to be the day of crediting the relevant payment account of CINKCIARZ.PL.
10. The User may also activate the direct debit service in order to pay the Transaction Amount, as referred to in §11 below.
11. A standing order contract is concluded in a defined period of time. The contract can be concluded for 6 (six), 12 (twelve) or 24 (twenty-four) months. The User defines the period for which the contract is to be concluded.
12. The principles of providing Currency Exchange Services, as described in the previous sections, apply, respectively, to the standing order, subject to the differences as indicated in this Section.

## **DIRECT DEBIT**

### **§ 11**

1. With the help of the CINKCIARZ.PL Web Portal, the User may activate the direct debit service within the bank account held with any bank for the purpose of paying the Transaction Amount for a standing order, as referred to in §9. Direct debit is a service consisting in debiting with the Transaction Amount of the User's bank account due to a Transaction initiated by CINKCIARZ.PL based on consent granted by the User to CINKCIARZ.PL, with the execution of the standing order service.
2. The direct debit service is possible solely with respect to a currency purchase Transaction ordered within a standing order (the bank account debiting order applies exclusively to accounts kept in PLN).
3. In order to activate the service, the User should fill out the form available upon selection of the "*Dodaj Polecenie zapłaty*" ("Add Direct debit") to identify the account to be debited. After confirming the form by means of the button "*Dodaj*" ("Add"), a direct debit activation link will be generated and sent to the User's email address. The activation of the direct debit at the CINKCIARZ.PL Web Portal must be confirmed by clicking the aforementioned link. Following activation, "*Zgoda na obciążenie rachunku*" ("Consent to Debit Account") will generate a duplicate. The link sent by CINKCIARZ.PL is active for 24 hours after being sent. Following this time period, a new document must be generated in order to activate the service.
4. The User is obliged to download, print, sign and send the signed form of consent to debit the bank account as indicated by the User, to the address of the registered office of CINKCIARZ.PL, i.e.: CINKCIARZ.PL



Sp. z o.o., ul. Sienkiewicza 9, 65-001 Zielona Góra.

5. CINKCIARZ.PL is obliged to deliver to the User's bank the consent to debit the User's bank account.
6. The User, willing to use direct debit, must assign the direct debit to the appropriate standing order by selecting the "Stale zlecenia" ("Standing Orders") option from the "Usługi" ("Services") tab, in line with the instructions available [here](#).
7. The User is obliged to provide adequate cash in the bank account identified for the direct debit service (i.e. in an amount enabling coverage of the standing order Transaction Amount including the fees as referred to below) no later than 10 (ten) Business Days prior to the Transaction Day, since the transaction of debiting the relevant account will be executed within this time. In the case that sufficient means are missing, the debiting transaction will be repeated 2 (two) Business Days later. In case the sufficient means are still lacking in the required amount, the direct debit will not be executed.
8. CINKCIARZ.PL undertakes the User to send notifications of the key stages of the process of execution of the direct debit service by electronic means to the email address.
9. The User may cancel any unexecuted direct debit no later than by the end of the 11th Business Day preceding the Transaction Day.
10. The activation of the direct debit service and each attempt to withdraw the dues from the User's bank account are chargeable in line with the [Table of Fees and Charges](#). The fee is collected from the User's relevant bank account together with the Transaction Amount within the time limit as defined in Section 7. In case a direct debit has not been executed on the terms and conditions as specified in Section 7, the User is obliged to pay the aforementioned fees into the payment account as indicated by CINKCIARZ.PL, within 10 Business Days following service upon the User of the notification on non-execution of the direct debit on the terms and conditions as specified in Section 7, the last sentence above.

## CURRENCY CARDS

### § 12

1. CINKCIARZ.PL offers for sale, via the CINKCIARZ.PL Web Portal, prepaid and reloadable VISA currency cards in the following currencies; EUR, GBP, PLN, USD, issued by mBank S.A. with its registered office in Warsaw (Currency Cards).
2. A Currency Card is intended to execute cashless payments at points of sale as well as to order money withdrawals from automated teller machines (ATMs) within Transactions executed domestically and abroad.
3. Having purchased a Currency Card and registered it with the CINKCIARZ.PL Web Portal, the User may reload the Currency Card repeatedly via the CINKCIARZ.PL Web Portal and make cash payments in PLN into the CINKCIARZ.PL bank account, as identified in the Account. After recording the crediting of the bank account of CINKCIARZ.PL with the payment by the holder of the Currency Card in the electronic accounting system of CINKCIARZ.PL, CINKCIARZ.PL will pay the Transaction Amount into the technical account number as assigned to the Currency Card within 8h (eight hours) of the CINKCIARZ.PL Currency Exchange Office Business Time.
4. The principles of using the Currency Card are defined by the card issuer's Terms and Conditions. All questions and issues relating to Currency Card service – apart from the activities resting upon CINKCIARZ.PL, as provided in Section 3, the last sentence – must be addressed to the bank to have issued the same.
5. CINKCIARZ.PL makes available the personal data of the User in order to obtain the consent to sell currency cards to the User in a number in excess of the limit defined by the card issuer to the currency card issuer.
6. The User acknowledges that in a situation in which CINKCIARZ.PL undertakes another attempt to deliver

the currency cards which have not been previously collected by the User through a fault of the same, the User will be charged with the costs of accepting the return and the costs of the repeated dispatch.

## EXCHANGE RATE NOTIFICATIONS AND CURRENCY ALERTS

### § 13

1. The User may activate the service "Powiadomienia o kursach walutowych" ("Exchange Rate Notifications"), which consists of sending the User information on the exchange rates of selected currencies in text messages.
2. One Exchange Rate Notification contains information of the exchange rates of a maximum of 6 (six) various currencies. Selecting more than 6 (six) various currencies, the User will receive a pro rata bigger amount of text messages.
3. Exchange Rate Notifications are transferred to the User once per day, at the time specified by the User.
4. The exchange rates provided in the Exchange Rate Notification are binding at the moment of the notification being sent.
5. The execution of the Exchange Rate Notification service is possible provided the balance of the text message account is positive.
6. The User has the possibility of obtaining currency alerts from CINKCIARZ.PL, i.e. text message notifications in the situation when a specific currency (a Non-Base Currency) reaches the exchange rate as indicated by the User.
7. In order to activate the service, the User adds a Currency Alert by defining its conditions in the Add Currency Alert form.
8. When the Non-Base Currency specified by the User reaches the defined exchange rate, the User will receive a Currency Alert immediately, however no later than within 3 minutes (three minutes), counting from the moment the specific exchange rate becomes binding on the CINKCIARZ.PL Web Portal.
9. Within the Currency Alert service, the User may order the automatic conclusion of Transactions, which means that when the conditions are met as defined in the Currency Alert and if the User holds an appropriate account with a financial institution for a given currency, CINKCIARZ.PL will automatically order the Transaction to be executed as per the Terms and Conditions specified by the User in the Currency Alert Transaction Type form.
10. Following the selection of the option to delete the Currency Alert service by the User, as referred to in Section 3 above, it will remain active in the electronic system of CINKCIARZ.PL for a maximum of (five) minutes, which means that in the case of activation of the automatic Transaction execution order upon the currency reaching a specific exchange rate, CINKCIARZ.PL may accept such a Transaction for execution within the deadline of up to 5 (five) minutes following the User canceling of the Currency Alert service.
11. In order to execute the Exchange Rate Notification and Currency Alert services, the User must provide the text message balance in the Account to be positive.
12. The User acknowledges that if it does not change the default settings in the Account, the first 10 (ten) aforementioned text messages will be automatically used within the services, as referred to in Section 6 above.
13. The User has a possibility to receive information regarding the status of the Currency Exchange Services via cell phone, as ordered. One text message contains information on one Currency Exchange Service as ordered by the User.

## TRANSACTION REVIEWS

### § 14

1. CINKCIARZ.PL, via the Opineo.pl website, offers the possibility of giving an opinion following the provision of a Chargeable Service. This function is available by clicking the “wystaw” (“Give Opinion”) option in the “Historia Operacji” (Transaction History) window or directly at the Opineo.pl website <http://www.opineo.pl/opinie/cinkciarz-pl>.
2. A User who gives a commentary will receive, in the form of an electronic communication, within 10 working days of the day of posting the commentary, a promotional code which grants a price discount. In order to receive a promotional code, the User must provide the correct number of the Chargeable Services by posting a commentary. The code will be sent by electronic mail to the email address and will be available at the CINKCIARZ.PL Web Portal. The details regarding the promotional code as well as how to apply it to Chargeable Services, including the value of the discount, as granted, and the promotional code validity period, will be described each time in the contents of the electronic mail, as referred to above.

## FEES FOR CANCELLATION OF TRANSACTION

### § 15

1. In case the User does not make a payment of the Transaction Amount within the time limits defined in these Currency Exchange Terms and Conditions, CINKCIARZ.PL will send a request for payment together with an application to send documents in confirmation of the payment of the Transaction Amount to the User’s email address, indicating the date by which to send these documents.
2. In the case that CINKCIARZ.PL is in doubt as to the credibility of the documents in confirmation of the payment, as made, or considers their contents as insufficient, CINKCIARZ.PL may request that the User send additional documents containing: the sender’s data, the sender’s bank account number, the bank account number of CINKCIARZ.PL to which the payment has been made and the amount and symbol of the currency to have been paid in. If CINKCIARZ.PL does not receive appropriate confirmation as referred to above, may refuse to provide Currency Exchange Services, including but not limited to the cancellation of the Transaction, as per the provisions of this Article.
3. In the case of an ineffective expiration of the time limit as defined in the request for payment, CINKCIARZ.PL has the right to cancel the Transaction through a fault of the User and charge a fee for cancellation of the Transaction in the amount of a maximum of 10% (ten percent) of the value of the Transaction(s) ordered. The final amount of the fee for the cancellation of the Transaction will take into account the direct operating costs as borne by CINKCIARZ.PL in connection with the cancellation of the Transaction for reasons to be attributable to the User, bearing in mind, at the same time that the amount of this fee should not be grossly excessive, and taking into consideration the value of the Transaction. The above does not limit the possibility to seek damages in excess of the penalties as charged, in line with the general principles of civil law.
4. CINKCIARZ.PL, while cancelling the Transaction, as referred to above, informs the User of this fact by sending a notification to the email address of the cancellation and the amount of the cancellation fee to be due within 2 (two) calendar days of the day of receiving the notification of the cancellation of the Transaction.
5. CINKCIARZ.PL does not settle Transactions by paying the exchange rate difference with the so-called combined transactions (executing a purchase and sale Transaction).
6. In the case of the provision of data, as referred to in §6 Section 5, being inconsistent with the data registered with the financial institution as indicated by the User in the account holder’s data, the User is obliged to pay a fee to CINKCIARZ.PL in the amount as charged by the financial institution upon CINKCIARZ.PL in this

respect.

7. CINKCIARZ.PL has the right to set off the amounts due from the User's means, in particular the fees for cancellation of the Transaction through the fault of the User, as referred to above, in line with the provision of §498 of the Civil Code.
8. The User acknowledges that the settlement of a Transaction does not include fees or charges in any of the financial institutions related to the Transfers made by CINKCIARZ.PL as necessary for the execution of a Transaction.

## COMPLAINTS

### § 16

1. The User may file a complaint if the Services are rendered inconsistently with the provisions of the Terms and Conditions or otherwise violate the provisions of the applicable law.
2. A complaint should be lodged immediately following the appearance of the grounds for a complaint, however no later than 14 (fourteen) working days following the day of provision of a given Service.
3. A complaint is lodged in electronic format to the email address: [kontakt@cinkciarz.pl](mailto:kontakt@cinkciarz.pl) or [contact@conotoxia.com](mailto:contact@conotoxia.com). The complaint should contain, at a minimum, the User's login and a description of the reservations being reported.
4. If the data or information as provided in the complaint should require supplementation, prior to the consideration of the complaint, the User will be asked to supplement this information to the extent indicated.
5. A complaint is considered within the time limit of 14 (fourteen) working days, following the day which the complaint was received at the address of CINKCIARZ.PL. The deadline is extended to include the time when CINKCIARZ.PL is waiting for information from the User, as necessary to resolve the case.
6. The User will be informed of the consideration of the complaint via electronic mail sent to the User's email address.
7. Regardless of the above, the User who is a consumer can resolve disputes electronically via the ODR online platform of the European Union. On behalf of the customer, complaints and claims related to contracts can be concluded through them - the platform is located at <http://ec.europa.eu/consumers/odr/>. Consumers can also benefit from the assistance of a consumer rights adviser or non-governmental organisations acting on their behalf. More information can be found on the Office of Competition and Consumer Protection website ([www.uokik.gov.pl](http://www.uokik.gov.pl)).

## RIGHT TO WITHDRAW FROM A CONTRACT

### § 17

1. As per the provisions of the Consumer Rights Act, the User does not have the right to withdraw from a contract concluded with CINKCIARZ.PL, understood as the User's order to exchange currencies.
2. The User has the right to withdraw from a HalCash contract, as in, it is entitled to cancel a cash withdrawal order, as placed via the HalCash service, for convenience, simultaneously making a relevant statement in writing within the time limit of 14 days (fourteen days) counting from the day of conclusion of the contract (placement of a cash withdrawal order in the HalCash system). This right is vested only in the case that the User has not executed a cash withdrawal via the HalCash service.
3. The User has the right to withdraw from a Currency Card purchase contract for convenience, making a

relevant statement in writing within the time limit of 14 days (fourteen days) counting from the day of conclusion of the contract. In order to keep the time limit, it is sufficient to send a statement prior to its expiry. The Currency Cards received by the User are returned in an unchanged condition. The return should ensue promptly, and no later than within fourteen days.

4. The User has the right to withdraw from a Standing Order Contract for convenience, making a relevant statement in writing within the time limit of 14 days (fourteen days) counting from the day of conclusion of the contract.
5. The User has the right to cancel its consent for debiting the bank account, as granted to CINKCIARZ.PL within the direct debit service contract for convenience, making a relevant statement in writing within the time limit of 14 days (fourteen days), counting from the day of conclusion of the contract.
6. In order to keep the time limit as referred to in Sections 2 - 5, it is sufficient to send a statement prior to its expiry.
7. In case of the termination of contracts referred to in Sections 4 and 5, all Transactions executed prior to the day of termination of the contract remain valid and effective, and the termination takes effect for future commitments.
8. In certain circumstances, the currency exchange rates provided in the transaction system may contain errors as a result of the inability to conclude Transactions of the parameters, as set by the Customer on a relevant financial market, limitation or loss of liquidity on a relevant market, occurrence of extraordinary exchange rate fluctuations, occurrence of technical errors with respect to data transmission or other circumstances. As a consequence of the occurrence of the described circumstances, CINKCIARZ.PL is entitled to cancel Transactions affected by errors.

## **REFUSAL OF CURRENCY EXCHANGE OR SUPPORTING SERVICES**

### **§ 18**

1. CINKCIARZ.PL has the right to refuse provision of the Currency Exchange Services or Supporting Services to the User, including Transaction execution, in the following cases:
  - if a Transaction order does not meet the requirements defined in the Currency Exchange Terms and Conditions,
  - if in the contents of the Transaction or Supporting Service order there are irregularities, including defects, rendering it impossible to execute,
  - if the refusal is required resulting from the Terms and Conditions on counteracting money laundering,
  - if there is a reasonable suspicion that the Transaction, the Currency Exchange Services or the Supporting Service is ordered in violation of the law, in an attempt to circumvent the law or inconsistent with the principle of fairness.
2. CINKCIARZ.PL notifies the User of its refusal to execute a Transaction, Currency Exchange Service or Supporting Service by means of a message in the Account.
3. CINKCIARZ.PL may temporarily restrict the User's access to the currency wallet and the Web Portal if this is required in order to ensure the security of the User's means, as well as in case of fulfillment of the obligations resulting from the Terms and Conditions on counteracting money laundering.
4. The User acknowledges that any breach of the applicable law or a reasonable suspicion regarding such breach may be disclosed by CINKCIARZ.PL to competent state authorities, including law enforcement agencies.
5. CINKCIARZ.PL is not held responsible for unexecuted or suspended Transactions or Supporting Services,

blocking of the currency wallet or asset freezing, if such activities were performed in order to execute the Terms and Conditions on counteracting money laundering or implement a decision of the General Inspector of Financial Information.

## **CHANGES IN THE CURRENCY EXCHANGE TERMS AND CONDITIONS**

### **§ 19**

1. Subject to Section 2 below, the principles defined in the Terms and Conditions are applicable to any changes in the Currency Exchange Terms and Conditions.
2. Transaction orders placed by the User prior to the effective date of the new version of the Currency Exchange Terms and Conditions are subject to the provisions of the previous version of the Currency Exchange Terms and Conditions.

## **FINAL PROVISIONS**

### **§ 20**

1. The User has the right to terminate at any time the framework contract for the provision of the Currency Exchange Services and Supporting Services, as concluded by accepting these Terms and Conditions. In case the User used the Payment Services, termination of the framework contract is equivalent to the termination of the contract for the Payment Services. The contract will be terminated upon settlement of all amounts due related to the Currency Exchange Services, Supporting Services or Payment Services.
2. As regards issues not settled in these Currency Exchange Terms and Conditions, the provisions of the Civil Code, as well as other generally applicable provisions, are in force.
3. A contract concluded with the User based on the Currency Exchange Terms and Conditions is in the Polish language and only the Polish-language version of the Currency Exchange Terms and Conditions is binding, whereas other language versions of the Currency Exchange Terms and Conditions are exclusively of an informative character.
4. The Currency Exchange Terms and Conditions enter into force on 20.12.2018.