

CURRENCY EXCHANGE SERVICE TERMS AND CONDITIONS

GENERAL PROVISIONS

§ 1

1. All terms written in capital letters have the meaning as 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 using by the Users of Currency Exchange Services and Supporting Services, as provided by CINKCIARZ.PL via CINKCIARZ.PL Web Portal. Currency Exchange Services and Supporting Services comprise the Chargeable Services within the meaning of the Terms and Conditions.
3. As regards 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, e-mail address: 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. Currency Exchange Office - Cinkciarz.pl LLC provides currency exchange services.
3. Working Time of the CINKCIARZ.PL Currency Exchange Office - time when Transactions are executed, covering each Working Day, from 9:00 a.m. to 4:30 p.m. (CET).
4. Working Day – each day from Monday to Friday, excluding bank holidays, both in Poland and in the country of a given currency.
5. 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.
6. Currency Card – a prepaid Currency Card, reloadable, available in the following currencies EUR, GBP, USD and PLN.
7. Exchange Rate – the rate of exchange, as binding at 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.
8. 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.
9. HalCash Receiver – a natural person, defined by the User, being the receiver of cash within the HalCash service.
10. Transaction Confirmation – a note issued by CINKCIARZ.PL in confirmation of execution of the 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 CINKCIARZ.PL Web Portal, consisting in 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 CINKCIARZ.PL Web Portal following the User's order to execute a Transaction, transmitted to the User in the contents of the electronic message sent to it having defined the conditions of the

Transaction, as well as identified in the summary of the Transaction ordered and in the list of Transactions ordered in the Account.

15. Currency Exchange Services – currency exchange services by electronic means, in the single transaction model, within a Standing Order or using the currency wallet, rendered by Cinkciarz.pl to the User via CINKCIARZ.PL Web Portal, comprising the Chargeable Services within the meaning of the Terms and Conditions.
16. Supporting Services – tools supporting currency exchange via CINKCIARZ.PL Web Portal, comprising the Chargeable Services within the meaning of the Terms and Conditions:
 - Standing Orders – automatic purchase or sale of a currency at fixed time intervals,
 - Currency Cards – prepaid charge cards, available in four currencies,
 - Currency Alerts – notifications sent in the situation when a given currency reaches the exchange rate as indicated by the User,
 - Direct Debit – automatic settlement of liabilities from the User’s account,
 - HalCash (ATM withdrawal) – withdrawal of PLN from the currency wallet using an automated teller machine, without a card,
 - Text Notification – currency exchange rates as selected by the User text to the same.
17. Base Currency – the currency whose unit price (Exchange Rate) is expressed in a Non-Base Currency.
18. 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 made available only to registered Users, who have provided correct personal data and correct numbers of accounts with financial institutions through 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 regulations on counteracting money laundering.
3. The User acknowledges that CINKCIARZ.PL does not bear responsibility for mistakes made by the User, in particular in the bank account numbers as defined by it.

APPLICATION OF FINANCIAL SECURITY MEASURES

§ 4

1. In the scope as necessary to perform the obligations resting on CINKCIARZ.PL under the regulations 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 obtaining by CINKCIARZ.PL of the data relating to the identity of the User. The activities as referred to in the previous sentence, can be undertaken by CINKCIARZ.PL also to establish an actual beneficiary with respect to the User, within the meaning of the regulations 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 the economic relations as intended by the User,
 - perform other activities as required by the regulations on counteracting money laundering and terrorism financing,
 - establish that the first payment into the bank account of CINKCIARZ.PL 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 as indicated to CINKCIARZ.PL.

2. The User undertakes to promptly transfer to CINKCIARZ.PL information or documents as necessary for CINKCIARZ.PL to perform its obligations resulting from the regulations on counteracting money laundering and terrorism financing.
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 identity card or another identity document of the User or the natural persons acting on behalf of the User,
 - present a copy of the decision regarding assignment of the tax identification number,
 - provide documents or statements in confirmation of 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.-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 on CINKCIARZ.PL other documents or information as necessary for CINKCIARZ.PL to apply financial security or increased financial security measures, required by the regulations on counteracting money laundering and terrorism financing.
4. In case of inability to apply the financial security measures, as referred to above, CINKCIARZ. PL is entitled to refuse provision of the 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](#), comprising 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 as well, and in case of Transfers into the Clearing Account with financial institutions registered in the country – it may be chargeable depending on the agreement which binds the User in the relations with its bank(s) (the 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 case the User applies to CINKCIARZ.PL for delivery of additional messages – i.e. ones not covered by the Services – including mBank CompanyNet messages, statements, correspondence or other similar additional documents, or information which need to be acquired from third parties, CINKCIARZ.PL may, at its sole discretion, undertake to provide such additional documents or information, and in such cases CINKCIARZ.PL will contact the User in order to inform it of a necessity to pay additional fees or bear 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 which are specified on the electronic currency exchange table made available at CINKCIARZ.PL Web Portal.
2. The User orders 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 and social transactions.
5. Ordering execution of a Transaction, the User is obliged to specify, by means of a relevant form available in its 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 the personal data, i.e. 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, 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, at the same time sending a confirmation of the conclusion of the Transaction to the User's e-mail 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 the "pending" status.

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 payment account of CINKCIARZ.PL, 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 of 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 be made only by the User. In case CINKCIARZ.PL verifies the data of the orderer of the Transfer to have been made in order to execute the Transaction, 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 wherefrom it received the same.
3. An absolute requirement for the electronic accounting system of CINKCIARZ.PL to make a correct record of the crediting of the payment account of CINKCIARZ.PL with the Transaction Amount is the User's making of the Transaction Amount Transfer 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 execution of the Transaction. In this case the Transaction is passed over for 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 making a record of 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 up to 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 for respective currencies, there is a file made available in the Currency Exchange, Transfer Service, Transaction Execution Time tab.
6. In case the crediting of the payment account of CINKCIARZ.PL with the Transaction Amount takes place outside the Currency Exchange Office Working Time, the Transaction will be accepted for execution:

- a. on the same day, if the crediting of the payment account of CINKCIARZ.PL with the Transaction Amount occurs before 9.00 a.m. (CET) on a Working Day,
 - b. on the next Working Day, if the crediting of the payment account of CINKCIARZ.PL with the Transaction Amount occurs after 4.30 p.m. (CET) on a Working Day.
7. In exceptional cases, the User may apply for changing of 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 case that, 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 into 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 e-mail address.
11. The User is obliged to pay the lacking Transaction Amount within up to 2 (two) Working Days, counting from the day on which the User received the request.
12. Following 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 a 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, then CINKCIARZ.PL executes the Transaction subject to the terms and conditions to have been defined by 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 having made a payment in the amount as referred to above, CINKCIARZ.PL immediately sends to the User's e-mail address a notification in which it informs of the amount of the surplus payment and the solution applied.

CURRENCY WALLET

§ 8

1. CINKCIARZ.PL offers the Users a possibility of currency exchange using the currency wallet.
2. The User, willing to use the possibility of currency exchange by means of the currency wallet should previously make a cash payment for 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).
3. Immediately following the crediting of the payment account of CINKCIARZ.PL with the cash paid in by the User, the amount of the payment will be shown in the User's Account, at the same time enabling 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, to take place within the framework of the currency wallet,
 - currency exchange using the cash accumulated in the currency wallet.
5. Cash accumulated within the framework of the currency wallet is not subject to accrued interest.
6. The User may at any moment order that CINKCIARZ.PL pay out the whole or a part of the cash accumulated in the currency wallet, indicating a relevant Clearing Account of the User. A cash withdrawal from the User's currency wallet without ordering a Transaction is possible exclusively in the Base Currency into the account with the financial institution from which the payment has been made. A minimum amount to be withdrawn must not be lower than 10 (ten) units of the currency being withdrawn, wherein in the case of HUF and JPY the minimum is 1.000 currency units, and for PLN – PLN 1.
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 a specific technical account of the User. Upon confirmation by the User of the Transaction order, it is assigned the "executed" status, whereas the technical accounts of the User in the Base Currencies and the Non-Base Currencies is changed accordingly, corresponding to the Transaction Amount and the Currency Exchange Rate as at the moment of the confirmation of the Transaction order.
9. CINKCIARZ.PL is obliged to order that the cash be transferred 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's ordering withdrawal of this cash accumulated on the User's technical accounts.

TRANSACTION CONFIRMATIONS

§ 9

1. CINKCIARZ.PL confirms execution of the Currency Exchange Services in the form of a Transaction confirmations and ensures provisions thereof in a manner as consistent with the regulations.
2. CINKCIARZ.PL issues Transaction confirmations for the Currency Exchange Services as provided by itself in the electronic form, in line with the Goods and Services Tax Act.
3. Transaction confirmations issued in the electronic form are made available in the User's Account in the form of a file in the PDF (Portable Document 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 CINKCIARZ.PL Web Portal, the User may conclude a standing order contract with CINKCIARZ.PL which consists in CINKCIARZ.PL executing currency exchange for the User based on an individually determined Exchange Rate, within the time interval as defined by the User.
2. In order to do this, one 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 to execute on a standing basis the exchange for the User of the Non-Base Currency as determined by the User, and the User undertakes to pay the Transaction Amount, as per the Transactions terms and conditions to have been established in the contract.
4. The User is obliged to identify the Clearing Account kept in the Non-Base Currency, into which CINKCIARZ.PL will make the Transfer in the Non-Base Currency, as appropriate for the Transaction.
5. CINKCIARZ.PL, within the duration of the contract, is obliged 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 to exchange the Non-Base Currency 5 (five) Working Days prior to the Currency Delivery Day. CINKCIARZ.PL undertakes to notify the User immediately at the e-mail 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, and identify the Transaction Amount.
8. In case of the conclusion of a standing order in which the User would indicate such a Currency Delivery Day that would render it 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 to pay the Transaction Amount w Working 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, in order to pay the Transaction Amount, may also activate the direct debit service, as referred to in § 11 below.
11. A standing order contract is concluded for 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 the 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 CINKCIARZ.PL Web Portal, the User may – for the purpose of paying the Transaction Amount for a standing order, as referred to in § 9 – activate the direct debit service within the bank account held with any bank. 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 the consent which has been granted by the User to CINKCIARZ.PL, within 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") in which it identifies the account to be debited. Having confirmed the form by means of the button "Dodaj" ("Add"), a direct debit activation link will be generated and sent to the User's e-mail address. The activation of the direct debit at the CINKCIARZ.PL website must be confirmed by clicking the abovementioned link. Following activation, "Zgoda na obciążenie rachunku" ("Consent to Debit Account") will generated in duplicate. The link sent by CINKCIARZ.PL is active for 24 hours after being sent. Following this time, a new document must be generated 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 the direct debit, must assign the direct debit to the appropriate standing order by selecting the "Stałe 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 as 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 Working Days prior to the Transaction Day, since the transaction of debiting the relevant account will be executed within this time. In case sufficient means are missing, the debiting transaction will be repeated 2 (two) Working Days later. In case sufficient means are lacking in the required amount, the direct debit will not be executed.

8. CINKCIARZ.PL undertakes to send the User by electronic means to the e-mail address, notifications of the key stages of the process of execution of the direct debit service.
9. The User may cancel any unexecuted direct debit no later than by the end of the 11th Working 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 abovementioned fees into the payment account as indicated by CINKCIARZ.PL, within 10 Working 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 CINKCIARZ.PL Web Portal, prepaid VISA currency cards, reloadable, 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 and service and to order money withdrawals from automated teller machines within Transactions executed domestically and abroad.
3. Having purchased a Currency Card and registered it with CINKCIARZ.PL Web Portal, the User may reload the Currency Card repeatedly via CINKCIARZ.PL Web Portal, making cash payments in PLN into the bank account of CINKCIARZ.PL, as identified in the Account. After recording in the electronic accounting system of CINKCIARZ.PL of the crediting of the bank account of CINKCIARZ.PL with the payment by the holder of the Currency Card, 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 Working Time.
4. The principles of using the Currency Card are defined by the card issuer's regulations. 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 above – must be addressed to the bank to have issued the same.
5. CINKCIARZ.PL makes available to the currency card issuer 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.
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 in 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 number of text messages.
3. Exchange Rate Notifications are transferred to the User once a day, at the time as specified by the User.
4. The exchange rates provided in an Exchange Rate Notification are binding as at the moment of the notification being sent.
5. Execution of the Exchange Rate Notification service is possible provided the balance of the text message account is positive.

6. The User has a 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 at CINKCIARZ.PL Web Portal.
9. Within the Currency Alert service, the User may order 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 that the Transaction be executed as per the terms and conditions to have been specified by the User in the Currency Alert Transaction Type form.
10. Following selection by the User of the option to delete the Currency Alert service, 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 case of activation of the automatic Transaction execution order upon the currency's 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's cancellation of the Currency Alert service.
11. In order to execute the services of Exchange Rate Notification and Currency Alert, the User must provide that the text message balance in its Account is positive.
12. The User acknowledges that if it does not change the default settings in the Account, the first 10 (ten) abovementioned text messages will be automatically used within the services, as referred to in Section 6 above.
13. The User has a possibility to receive on its mobile phone information regarding the status of the Currency Exchange Services, as ordered. One text message contains information on one Currency Exchange Service to have been ordered by the User.

TRANSACTION REVIEWS

§ 14

1. CINKCIARZ.PL, via the Opineo.pl website, offers a possibility to give an opinion following the provision of a Chargeable Service. This function is available by clicking the "wystaw" ("Give Opinion") in the Historia Operacji (Transaction History) window or directly at the website of Opineo.pl <http://www.opineo.pl/opinie/cinkciarz-pl>.
2. The User who writes 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, granting a price discount. In order to receive the promotional code, the User must, posting a commentary, provide the correct number of the Chargeable Services. The code will be sent by electronic mail to the e-mail address and will be available at Cinkciarz.pl. Web Portal. The details regarding the promotional code, possibility to apply it to the Chargeable Services, including the value of the discount, as granted, and the promotional code validity period, will be described every time in the contents of the electronic mail, as referred to above.

FEEES FOR CANCELLATION OF TRANSACTION

§ 15

1. In case the User does not make the payment of the Transaction Amount within the time limits defined in these Currency Exchange Terms and Conditions, CINKCIARZ.PL will send to the User's e-mail address a request for payment together with an application to send documents in confirmation of the payment of the Transaction Amount, indicating the date by which to send these documents.
2. In case 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 should 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. CINKCIARZ.PL, if it does not receive an appropriate confirmation, as referred to above, may refuse to provide the Currency Exchange Services, including cancellation of the Transaction, as per the provisions of this Article.

3. In case of ineffective expiration of the time limit as defined in the request for payment, CINKCIARZ.PL has the right cancel the Transaction through a fault of the User and charge a fee for cancellation of the Transaction in the amount of a maximum 10 (ten) % of the value of the Transaction(s) ordered. The final amount of the fee for 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 as well. 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 the fact by sending a notification to the e-mail address of the cancellation and 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 case of provision of the data, as referred to in § 6 Section 5, being inconsistent with the data registered with the financial institution indicated by the User as the account holder's data, the User is obliged to pay to CINKCIARZ.PL a fee in the amount as charged by the financial institution upon CINKCIARZ.PL in this respect.
7. CINKCIARZ.PL has the right to set off its amounts due from the User's means, in particular fees for cancellation of the Transaction through a fault of the User, as referred to above, in line with the provision of § 498 of the Civil Code.
8. The User acknowledges that 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 the 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 appearance of the grounds for the complaint, however no later than 14 (fourteen) working days following the day of provision of a given Service.
3. A complaint is lodged in the electronic form to the e-mail address: kontakt@cinkciarz.pl or contact@conotoxia.com. The complaint should contain at least 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 consideration of the complaint, the User will be asked to supplement this information to the extent as indicated.
5. A complaint is considered within the time limit of 14 (fourteen) working days following the day on 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 way in which the complaint is considered by electronic mail sent to the User's e-mail address.

RIGHT TO WITHDRAW FROM 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, i.e. 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 case 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. The return should ensue promptly, 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 its 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, as 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 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 the,
 - if refusal is required resulting from the regulations 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 fair.
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 Portal, if this is required in order to ensure the security of the User's means, as well as in case of fulfilment of the obligations resulting from the regulations 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 regulations 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 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 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 22.12.2017.