

## PAYMENT SERVICES TERMS AND CONDITIONS

### DEFINICJE

- 1. Authorisation** the User's consent to execute the Payment Transaction.
- 2. CINKCIARZ.PL** CINKCIARZ.PL - a limited commercial company under the following business name: CINKCIARZ.PL Sp. z o.o., with its seat 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 0000364722, with share capital in the amount of PLN 23.263.500.00 (twenty three million, two hundred sixty-three thousand, five hundred zloty), NIP (tax identification number): 9291830388, REGON number: 080465538, email address: kontakt@cinkciarz.pl, acting in the scope of providing Transfers as an agent of CONOTOXIA, for and on behalf of CONOTOXIA.
- 3. CONOTOXIA** CONOTOXIA Sp. z o.o. with its seat 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 1.700.000.00 (one million, seven hundred thousand zloty), email address: 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.
- 4. Business Day** each day - Monday through Friday - excluding bank holidays, both in Poland and in the country where a given currency applies for the Payment Transaction or Currency Exchange Transaction.
- 5. Cut Off Time** hours by which, at the latest on a CONOTOXIA Business Day, a Payment Order may be accepted for transfer to an account within the meaning of the Payment Services Terms and Conditions. The Cut Off Time is indicated [here](#).
- 6. KNF** Komisja Nadzoru Finansowego (Financial Supervisory Committee).
- 7. Recipient** an entity (a natural person, legal entity or an organizational unit without a legal person, to which a legal person is assigned through the Act) acting as the subject of the Transfer.

- 8. Wallet** a multi-currency instrument held in currencies serviced by the CINKCIARZ.PL Online Platform, recording the User's funds deposited within CONOTOXIA, in order to transfer the funds for Payment Transactions. The Wallet contains information regarding ordered Payment Transactions.
- 9. Payment Transaction** the deposit, transfer or withdrawal of funds to or from the Wallet initiated by the User on the CINKCIARZ.PL Online Platform.
- 10. Currency Exchange Transaction** an additional service in relation to the execution of the Payment Transaction ordered by the User within the CINKCIARZ.PL Online Platform, consisting of the exchange of the Currency Paid-in into the Currency Paid-out.
- 11. AML Act** Act of 16th November 2000 on counteracting money laundering and terrorism financing (Journal of Laws 2016, article 299 as amended).
- 12. Protection of Personal Data Act** Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws 2016, article 922 as amended).
- 13. Payment Services Act** Act of 19 August 2011 on Payment Services (Journal of Laws No. 199, article. 1175, as amended).
- 14. Contract** framework/master agreement concluded on the basis of these Payment Services Terms and Conditions.
- 15. Currency Paid-in** the currency of funds paid to CONOTOXIA for Payment Transaction execution, operated by CINKCIARZ.PL Online Platform. The list of currencies supported by CINKCIARZ.PL Online Platform can be found [here](#).
- 16. Currency Paid-out** determined by User, the currency of the ordered Payment Transaction, being one of the currencies operated by CINKCIARZ.PL Online Platform.
- 17. Payment order** User declaration containing instructions to execute the Payment Transaction or several subsequent Payment Transactions by CONOTOXIA.
- 18. Payment Services** Payment Transactions executed by CONOTOXIA on the User's order.
- 19. Supporting Services** Currency Exchange Transactions and PAY Service executed by CONOTOXIA on the User's behalf/order.
- 20. PAY Service** the "pay-by-link" service offered to Users enabling payment for goods and services purchased by Users online, which provide a form of payment through the CINKCIARZ.PL Online Platform.

## § 1

### INTRODUCTION

1. All terms written in capital letters have the meaning as specified in "**Definitions**" (above) or the CINKCIARZ.PL Online Platform Terms and Conditions (hereinafter referred to as "**Terms and Conditions**").
2. The subject of these Terms and Conditions (hereinafter referred to as the "**Payment Services Terms and Conditions**") is to define the terms and conditions for the provision of Payment Services and Support Services to and for Users, by CONOTOXIA, with the participation of CINKCIARZ.PL, acting as an agent on behalf of and for CONOTOXIA. Payment Services and Support Services are Payable Services within the meaning of these Terms and Conditions.
3. In matters not regulated in the Payment Services Terms and Conditions, the Terms and Conditions are applied.

## § 2

### CONCLUDING A CONTRACT

1. The Contract between CONOTOXIA and the User is concluded upon the execution of the following conditions:
  - a. Completing the registration process on the CINKCIARZ.PL Online Platform,
  - b. Acceptance of the Payment Services Terms and Conditions,
  - c. Acceptance of the Currency Exchange Terms and Conditions,
  - d. Positive data verification in line with the requirements of the AML Act.
2. The Contract is concluded for an indefinite period.
3. During the duration of the Contract, the User has the right to demand the provision of the Contract to be made available to the User on paper or on another durable medium. Upon the User's consent, this information may be provided by email.
4. The main distribution channel between CONOTOXIA and the User is email and text messages, as well as announcements on the CINKCIARZ.PL Online Platform. In cases requiring telephone contact, the User has the possibility of contacting CONOTOXIA via customer service available on the Business Days and working hours published on the CINKCIARZ.PL Online Platform.

## § 3

### PAYMENT TRANSACTION EXECUTION

1. Payment Transactions are made by electronic means.
2. A Payment Order may be made only via the CINKCIARZ.PL Online Platform and solely by the User. A Payment Order may also be submitted using the PAY Service provided by the online shops that have an agreement with CONOTOXIA or another authorized entity which makes the payment form available to customers for goods and services purchased in the aforementioned shops.
3. A Payment Order is executed with the funds made available to CONOTOXIA by the User. From the moment the funds are made available for CONOTOXIA to execute

the Payment Order until the execution of the Payment Order, the funds are protected in accordance with the legal regulations.

4. The User provides funds by adding money to the Wallet. The Wallet is credited to the bank account indicated each time to the User by CONOTOXIA, depending on the Currency Paid-in. The User may also fund the Wallet with funds coming from the currency wallet operated by CINKCIARZ.PL (in accordance with the Currency Exchange Terms and Conditions) by submitting an appropriate order in the CINKCIARZ.PL Online Platform.
5. While funding the Wallet with a bank transfer, the User indicates the identification number assigned during Payment Order submission in the transfer title. The crediting of CONOTOXIA's bank account results in recording funds in the Wallet. In case of errors in the transfer title, CONOTOXIA is obliged to exercise due diligence in order to identify the User who owns the funds or return them to the bank account from which the transfer was made. In the case of a surplus of funds, i.e. funding the Wallet with an amount that exceeds the Payment Order and fees/commission, CONOTOXIA returns the surplus by transferring it to the User's currency wallet provided by CINKCIARZ.PL in accordance with the Currency Exchange Terms and Conditions.
6. The funds paid into the Wallet are not subject to interest or other use. They do not represent deposits or other payable funds within the meaning of the Banking Law Act of 29 August 1997 (Journal of Laws of 2015, article 128).
7. The Wallet is not intended for storing means of payment. Payment means paid into the Wallet are solely used for the execution of the User's Payment Orders and must be distributed by the User on a case-by-case basis: (i) for his/her Payment Transactions, and in case of a return of funds or transfers received from third parties, (ii) according to the User's decision - designated for a withdrawal to his/her own payment account held by another supplier or for a withdrawal in order to exchange the currency offered by CINKCIARZ.PL. Therefore, before the first Payment Order from the Wallet, the User either sets the option of a standing order, which distributes funds received from third parties to the currency wallet provided by CINKCIARZ.PL, or each time distributes funds upon receipt of the transfer. The User can at any time resign from a standing order. The User is always informed about pending transfers.
8. CONOTOXIA only executes a Payment Transaction on the basis of a received Payment Order submitted by the User. Payment Transactions lacking in funds in the Wallet will not be executed. The amount of funds necessary to execute the Payment Transaction held in the Wallet should include the value of fees and commission from CONOTOXIA.
9. In the case of a Payment Transaction that is ordered by the User in a differing Paid-out Currency and Currency Paid-in, CONOTOXIA executes a Currency Exchange Transaction as part of the ordered Payment Transaction. CONOTOXIA only converts funds into Paid-out Currencies, the list of which can be found [here](#). Currency Exchange Transaction costs are paid by the User ordering the Payment Transaction.
10. To submit a transfer order from the Wallet, it is necessary to:
  - a. indicate the Recipient's bank account number in the NRB or IBAN format ("bank account transfer"), or

- b. provide the Recipient's phone number or email address ("phone/email transfer").
11. The User submitting a Payment Order is obliged to provide the information indicated in the Payment Order form, especially the Paid-out Currency.
12. In the case of "phone/email transfer", the User submits a Payment Order to CONOTOXIA for a fund transfer provided that the Recipient consents to the collection. The consent is expressed electronically: (i) in the case of "phone/email transfer" of the Recipient who is not a User - by opening a currency wallet in the CINKCIARZ Online Platform in accordance with the instructions received from CONOTOXIA or (ii) in the case of "phone/email transfer" of the Recipient being a User - by selecting the receiving option available on the CINKCIARZ.PL Online Platform after logging in. The condition of collection consent does not apply to email transfer of a Recipient being a registered User who has set a standing order in accordance with section 6 above and if the email address to which the Payment Instruction was sent is consistent with the User's email address defined in the system. The recipient has the right to agree to receive funds within 7 days.
13. Authorisation of the Payment Transaction by the User is made by selecting the option of confirming the Payment Order. Payment Transaction authorisation may also apply to subsequent Payment Transactions executed on the basis of one Payment Order.
14. The User is obliged to verify the accuracy of the given data before authorization. Until authorization, the User may correct any mistakes found in the data using the functions available on the CINKCIARZ.PL Online Platform. The Recipient's data provided for the Payment Transaction must be consistent with the Recipient's data held by the provider operating the Recipient's payment account.
15. In the case of ordering a money transfer to the Recipient's account operated by a supplier other than CONOTOXIA, in order to avoid the currency conversion by this supplier, the User should ensure that the Recipient's account is held in the Paid-in Currency.
16. If the Payment Order cannot be executed due to incorrect data provided by the User or due to the lack of consent from the Recipient to accept the funds, CONOTOXIA refuses to execute the Payment Order and the funds are returned to the User's Wallet. Subject to the paragraph below, in such cases, the fees for the Payment Transaction are not charged and the funds returned to the Wallet will be transferred to the currency wallet operated by CINKCIARZ.PL. If the Payment Order included a Currency Exchange Transaction, the return of the funds takes place in the Paid-out Currency. CONOTOXIA informs about the refusal to execute the Payment Order and charges a fee for the notification in accordance with §7 item 2 of the Payment Services Terms and Conditions.
17. CONOTOXIA has the right to charge a fee for a Payment Order to an account whose execution is not possible for reasons attributable to the Recipient's supplier.
18. The detailed method of submitting Payment Orders and executing Payment Transactions is defined in the information and instructions made available to the Users on the CINKCIARZ.PL Online Platform.
19. CONOTOXIA applies financial safety measures towards the User, specified in the AML Act. CONOTOXIA may request additional documents or information necessary to comply with CONOTOXIA's obligations defined in the Anti-money Laundering and

Terrorism Financing Terms and Conditions. CONOTOXIA may also submit the request referred to in the previous statement after receiving a Payment Order.

#### **§ 4**

##### **PAYMENT TRANSACTION EXECUTION TIME**

1. The moment of receiving the Payment Order is understood as the Business Day on which the User has made funds available to CONOTOXIA for Payment Transaction execution, and if the Payment Order is submitted by the User on the basis of receiving the Recipient's consent for receipt of funds, the Business Day on which the Recipient has given his/her consent.
2. Until the Wallet is credited with the funds necessary for the execution of the Payment Order by the User, and in the case of Payment Orders upon the Recipient's consent, the User has the right to cancel the payment, in which case CONOTOXIA exercises the right to charge the User with a cancellation fee (according to the Table of Fees and Commission).
3. CONOTOXIA executes the Payment Transaction by crediting the payment service provider of the Recipient's account with the amount of the Payment Order no later than:
  - a. by the end of the next Business Day after receiving a Payment Order - in the case of a Payment Transaction executed in PLN or EUR,
  - b. by the end of the second Business Day after receiving a Payment Order - in the case of a Payment Order executed in a currency other than PLN or EUR indicated in §3 item 8 of these Payment Services Terms and Conditions.
4. For the purposes of calculating the aforementioned time limit:
  - a. The Payment Order is considered to be received by CONOTOXIA on the Business Day on which the User has made funds available to CONOTOXIA for Payment Transaction execution. If funds are transferred after the Cut Off Time, outside the working hours or on a day other than a Business Day, such an order shall be deemed to have been received on the next Business Day.
  - b. If the Payment Order is submitted by the User under the condition of obtaining Recipient consent, the Payment Order is perceived as received by CONOTOXIA on the day on which the Recipient has agreed to receive funds.

#### **§ 5**

##### **INFORMATIONAL DUTIES**

1. Prior to the conclusion of the Contract, the User receives from CONOTOXIA the Terms and Conditions, Payment Service Terms and Conditions and Currency Exchange Terms and Conditions as a pack of information defined in the Payment Services Act in one of the following forms:
  - a. to the User's email address indicated in the registration process. In such a case, a non-responsive email message containing the information required by the Payment services Act is sent to the User before concluding the Contract. Once the email has been received by the User, it is understood that the User has become familiar with the conditions expressed in the attachment.

- b. by traditional mail, to the address of the residence indicated in the registration process. In such a case, the User is notified by letter within 3 Working Days, sent together with an attachment containing information required by the Payment services Act. Once the email has been received by the User, it is understood that the User has become familiar with the conditions expressed in the attachment.
2. During the term of validity of the Contract, CONOTOXIA provides the User with information about the User's Wallet and Payment Transactions executed on the basis of a Payment Order.
3. Before executing a Payment Transaction, CONOTOXIA provides the User with information regarding maximum execution time, exchange rate and information about the fees and commission to be paid by the User (as applicable), including specified amounts.
4. After Payment Transaction execution, CONOTOXIA provides the User with the following information:
  - a. data identifying the Payment Transaction and the Payer or Recipient,
  - b. data indicating the amount of the Payment Transaction in the currency in which the User's Wallet/Recipient's Wallet was charged,
  - c. data determining the fee and commission amount charged due to the Payment Transaction,
  - d. data indicating the applied exchange rate for a given Payment Transaction,
  - e. data determining the receipt date of the Payment Order.
5. The confirmation of the Payment Transaction execution is issued in electronic form and made available on the CINKCIARZ.PL Online Platform in a PDF file.

## § 6

### FEES AND COMMISSION

1. For the execution of the Transfer, the User is obligated to pay fees to CONOTOXIA, which are defined in the Table of Fees and Commission.
2. The amount of fees, which are payable to CONOTOXIA for the execution of a Transfer, is calculated on the base value of the actual Transfer.
3. Fees are collected in the Base Currency, whereby the method of calculating the fee amount is defined in the Table of Fees and Commission. See the Table of Fees and Commission [here](#).
4. The User acknowledges that the execution of Payment Services through financial institutions may involve fees and commission in accordance with the fees and commission applied by such institutions. Conotoxia uses the SHA Cost Option.

## § 7

### TRANSFER REFUSAL

1. CONOTOXIA reserves the right to refuse to make a Transfer, if the assigned Transfer does not match the demands defined in the Transfer Terms and Conditions, and also in situations defined by the legal regulations, including:
  - a. errors during commissioning of the Transfer, including gaps in which the execution of the transfer would be made impossible,
  - b. the given account number is incorrect,

- c. cases when refusal is based on the AML Act,
  - d. in the case when the Recipient refuses to accept funds if the Payment Order was submitted subject to receipt,
  - e. when there is a reasonable suspicion that the Payment Transaction is ordered to violate, evade or be in breach of fair trade rules.
2. CONOTOXIA informs the User about the refusal to execute a Payment Order in the User panel on the CINKCIARZ.PL Online Platform. CONOTOXIA charges a fee for the refusal notification according to the Table of Fees and Commission.
3. CONOTOXIA may temporarily limit User access to the Wallet, if it is required in order to ensure the security of User funds, as well as in the case of fulfilling obligations under the AML Act.
4. The Payment Services provided by CONOTOXIA cannot be used to pay for goods and services which do not comply with the applicable legal regulations, as well as those which violate the rights of third parties. A Payment Transaction must not be ordered to violate or evade the law or fair trade rules.
5. The User agrees not to use the CINKCIARZ.PL Online Platform to execute Payment Transactions which:
  - a. omit the rules of ordering Payment Transactions binding in the CINKCIARZ.PL Online Platform, or
  - b. violate the Payment Services Terms and Condition, the Currency Exchange Terms and Conditions or the Terms and Conditions, or
  - c. violate the law, evade the law or fair trade rules, in particular in favour of entities illegally organising gambling games via the Internet or being in connection with it.
6. The User acknowledges that any violation of the law or reasonable suspicion of such violation may be disclosed by CONOTOXIA to appropriate state authorities, including law enforcement agencies. In the case of a violation or reasonable suspicion of a violation of the law or fair trading rules while using Payment Services, CONOTOXIA is entitled to refuse further execution of the User's Payment Transactions, block the Wallet and terminate the Contract with immediate effect.
7. If CONOTOXIA establishes, after the Contract has been concluded, that the User is an entity that illegally organizes gambling activities via the on internet, CONOTOXIA is entitled to terminate the Contract with immediate effect.
8. CONOTOXIA is not responsible for non-executed Payment Transactions, suspension of the Payment Transaction, Wallet blocking or freezing of assets, if such measures have to be taken in order to comply with the AML Act or the decision of the General Inspector for Financial Information (GIODO).

## **§ 8**

### **COMPLAINTS**

1. Complaints regarding transfer services can be submitted:
  - a. in writing - personally at CONOTOXIA's registered office or via correspondence within the meaning of Art. 3 item 21 of the Act of 23.11.2012 - Postal Law (Journal of Laws of 2016, item 1113, as amended),
  - b. verbally - to the protocol at CONOTOXIA's registered office or via phone at the telephone number indicated on the website [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com),

- c. in electronic form - in the form of a message sent to the email address indicated on the website [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com).
2. Complaints should contain:
  - a. Payment Transaction value,
  - b. date of Payment Transaction order,
  - c. ID of the Payment Transaction (indicated to the User on the CINKCIARZ.PL Online Platform after the Payment Transaction has been ordered and available in the User panel on the CINKCIARZ.PL Online Platform),
  - d. login (email) of the User for the CINKCIARZ.PL Online Platform,
  - e. residence address and an email address, if the User requests a response to complaints by email,
  - f. description and reason for the submission of the complaint.
3. The User is obliged to report to CONOTOXIA by email, fax, via the contact form available at [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com), by registered mail or delivery service, any unauthorized, not executed or inadequately executed Payment Transactions and other irregularities concerning the execution of the Payment Transaction. Such notifications should be made immediately, but not later than within 13 months from the date of charging the Wallet or from the date on which the transaction was to be executed. Failure to report the aforementioned irregularities within the time limit shall result in the User's claims against CONOTOXIA being dismissed as an undeclared irregularity.
4. CONOTOXIA examines submitted complaints without undue delay, no longer than 30 days from the moment the complaint is received. In unusually complicated cases, which do not allow the examination of the complaint and an answer to be given before the deadline, the deadline can be extended by up to 60 (sixty) days.
5. CONOTOXIA informs the User about the means in which the complaint is being examined, as well as confirms the submission of a complaint by the User upon the request of the User, in written form to the address provided by the User. In the case of the User selecting the email notification correspondence option – the email address provided by the User shall be used.
6. In the case of a request to receive a paper response to a complaint, the User should provide his or her correspondence address in the complaint.
7. In the event of the User being unsatisfied with the method of handling the aforementioned complaint, the User is entitled to use the extra-judicial dispute resolution in front of the Financial Ombudsman – more information can be found at <http://rf.gov.pl/>. Moreover, CONOTOXIA informs the User about the European Online Dispute Resolution Platform (ODR Platform) and the possibility of using this platform to resolve disputes. The ODR is available at <http://ec.europa.eu/consumers/odr>.

## § 9

### PERSONAL DATA PROTECTION

1. CONOTOXIA is an administrator of personal data, in particular, User and Recipient data, processed for the purpose of implementing the Payment Service and documenting its execution. The administrator of personal data decides on the method of processing personal data of the User or Recipient. Personal data is processed in accordance with the Protection of Personal Data Act.

2. CINKCIARZ.PL is the administrator of personal data processed in the CINKCIARZ.PL Online Platform for purposes related to operating User Accounts at the CINKCIARZ.PL Online Platform and providing services of currency exchange services offered by it. Personal data is processed in accordance with the Protection of Personal Data Act.
3. In order to help the User easily manage the funds paid into the Wallet and the currency wallet operated by CINKCIARZ.PL, CINKCIARZ.PL will make available to CONOTOXIA User personal data, which CINKCIARZ.PL processes as the data administrator due to conducting currency exchange services for the User. Disclosure takes place only to the extent necessary to enable the User to manage the funds.
4. The User and the Recipient have the right to access and correct their own personal data, control personal data processing and perform other actions as a result of the Protection of Personal Data Act. Providing data is voluntary, nevertheless, it is necessary for CONOTOXIA to provide such services.
5. CONOTOXIA is entitled to refuse to delete User or Recipient personal data, if further processing is required by law. CONOTOXIA is entitled to refuse to delete personal data of the User or Recipient, in the event of a breach by the User or Recipient of the regulations of law, the Terms and Conditions, the Currency Exchange Terms and Conditions and the Payment Service Terms and Conditions, in order to document, explain and identify responsible parties for the identified breach.
6. CONOTOXIA, as a result of obtaining data about the case or cases of User or Recipient violation of legal regulations or Payment Services Terms and Conditions, may process the User's personal data to the extent necessary to establish liability, on the condition that the fact of obtaining these messages and their content are recorded for evidential purposes.
7. The policy of using cookie files (so-called "cookies") has been defined in a separate procedure applicable at CONOTOXIA - Cookie Policy of CINKCIARZ.PL Online Platform, is available at [www.conotoxia.com](http://www.conotoxia.com) and [www.cinkciarz.pl](http://www.cinkciarz.pl).

## § 10

### CONTRACT TERMINATION

1. CONOTOXIA has the right to terminate the Contract at any time, without providing any reason, with two months notice.
2. CONOTOXIA has the right to terminate the Contract with immediate effect:
  - a. when the User, while signing the Contract, provided data or information which is untrue or inconsistent with the actual state of affairs, and in particular, when the User used false, forged or falsified documents and documents which are invalid,
  - b. when the User violated the provisions of the Payment Services Terms and Conditions or the Contract, including those provisions that violate the rules of using Payment Transactions.
3. CONOTOXIA may terminate the Contract in written form sent to the address or email address indicated by the User on the CINKCIARZ.PL Online Platform.
4. The User has the right to terminate his/her Contract at any time. The User may terminate the Contract in the following form:
  - a. online via the CINKCIARZ.PL Online Platform, or

- b. in written form at the address of CONOTOXIA's registered office.
5. If CONOTOXIA or the User use the right to terminate the Contract due to planned amendments to the Payment Services Terms and Conditions, the existing provisions of the Payment Services Terms and Conditions apply until the end of the Contract termination period.
6. Termination of the Contract by CONOTOXIA or the User or withdrawal from the Contract by the User results in termination of the Account on the CINKCIARZ.PL Online Platform. A withdrawal form is included in Attachment No. 1 of these Terms and Conditions.

## **§ 11 SAFETY**

1. The operational safety of the CINKCIARZ.PL Online Platform, including the security of communication, is ensured in particular by the following means:
  - a. the usage of software to control the flow of information between the provider's IT service system and the public network,
  - b. ensuring that while using the CINKCIARZ.PL Online Platform the User is protected from access by unauthorized persons to transfer content, using cryptographic protection measures through the encrypted connection, among others,
  - c. ensuring user authentication by providing, at the least, a password and login name.
2. Use of the services by the User is designed in order to prevent access by unauthorized persons to the content of the transfers constituting this service, in particular by means of an encrypted SSL connection.

## **§ 12 CHANGES IN PAYMENT SERVICES TERMS AND CONDITIONS**

1. CONOTOXIA reserves the right to make amendments to the Payment Services Terms and Conditions unilaterally for important reasons, including the following circumstances:
  - a. the implementation or amendment of generally applicable laws and regulations regarding CONOTOXIA's activities in relation to the Contract, under which CONOTOXIA is required to amend the Contract; or
  - b. changes in the manner or form of providing services to the User regulated by the Contract, in relation to changes concerning the CONOTOXIA IT system, provided that this ensures the proper execution of the Contract and does not violate the interests of the User; or
  - c. changes in the manner or form of providing services to the User regulated by the Contract, due to the implementation a new technical or technological solution by CONOTOXIA, provided that this ensures the proper execution of the Contract and does not lead to an increase in the financial burden of the User under the Contract and does not violate the interests of the User; or
  - d. in order to execute orders, implement recommendations or decisions issued by the financial supervisory authorities or consumer protection authorities according to CONOTOXIA obligation to amend the Contract; or

- e. any amendments to the regulations between CONOTOXIA and external companies that affect these Payment Services Terms and Conditions, excluding price parameters and User interest.
2. CONOTOXIA informs about recommended changes to the Payment Services Terms and Conditions no later than 2 months before the planned date of them entering into force.
3. When notifying the User of any amendments to the Payment Services Terms and Conditions, CONOTOXIA indicates to the User that a lack of User refusal in objection to the proposed changes equals in giving his/her consent to such changes and that:
  - a. The User has the right to terminate the Contract with immediate effect without any additional fees before the proposed amendments come into force.
  - b. In the case when the User expresses an objection but does not terminate the Contract, the Contract expires on the day preceding the date of entry into force of the proposed amendments, without any fees.
4. The notification of amendments to the Payment Services Terms and Conditions takes place in accordance with the regulations specified in § 5 item 1 Payment Services Terms and Conditions.

### **§ 13**

#### **FINAL PROVISIONS**

1. The actions taken by the User or CONOTOXIA in relation to the Contract, including CONOTOXIA's refusal to execute a Payment Transaction, shall not affect the legal relationship between Cinkciarz.pl and the User or Recipient on the basis of the Currency Exchange Terms and Conditions or the Terms and Conditions, unless it is stated otherwise.
2. Matters which are not regulated by the Transfer Services Terms and Conditions, are ordered by Polish law, except for the Terms and Conditions excluded, according to act. 4. The contract between CONOTOXIA and the User is defined in Polish or English.
3. If the User is not a consumer, the Terms and Conditions can be excluded from the act regarding payment services. Their exclusion is permitted according to the Terms and Conditions of this act, in relation to subjects other than consumers. In such cases, matters that are not regulated in the Payment Services Terms and Conditions are commanded by other legal Terms and Conditions, with the exception of those which are excluded according to this paragraph and other resolutions of the Payment Services Terms and Conditions. If the User is not a consumer, there is a 14 (fourteen) day period starting from the day of Payment order was commissioned by the User, to report unauthorized, un-executed or incorrectly executed transfers, under the pain of expiration of claims for such Payment Transaction.
4. A User who is a consumer is permitted to withdraw from the transfer agreement without providing a reason, by making a statement in writing within 14 (fourteen) days from the conclusion of the Contract (the deadline shall be deemed met, if the statement is sent before the expiration of said deadline). If a service has been initiated before the withdrawal deadline, mentioned in the previous sentence, upon the consent of the User who is a consumer, CONOTOXIA can demand a fee for services rendered.

5. The law applicable to the Payment Services Terms and Conditions in this law, which provides the basics for CONOTOXIA's relations with the User before concluding the Contract for execution of a Payment Transaction and the law applicable to conclude and execute this Contract, is the Polish law.
6. CONOTOXIA and the User aim to resolve any disputes that have arisen in connection with the application of the Payment Services Terms and Conditions, execution of the Contract or execution of Payment Transactions.
7. Any disputes related to the Transfer Terms and Conditions, which are not settled amicably, will be settled by the Polish Common Court of competent, local and material jurisdiction.

**Attachment No. 1**

City ....., date.....

Name and surname:.....

Address:.....

CONOTOXIA Sp. z o.o.  
ul. Sienkiewicza 9,  
65-001, Zielona Góra,  
KRS: 0000498818,  
NIP: 9291858406,  
REGON: 081192479.

**Statement from a natural person  
regarding Contract termination**

I, myself, the undersigned,.....,

holding identity card No:.....

residing in .....

(address and place of residence)

with a PESEL number or passport number:

.....,

I hereby declare that I withdraw from the Contract concluded on..... between  
myself and CONOTOXIA Sp. z o. o., with its registered office in Zielona Góra.

.....

(Signature)