

# PAYMENT SERVICES TERMS AND CONDITIONS “MONEY TRANSFER”

## DEFINITIONS

### 1. Authorisation

the User’s consent to execute a Payment Transaction and Money Transfer.

### 2. Cinkciarz.pl

Cinkciarz.pl - a limited commercial company under the following business name: CINKCIARZ. PL 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 0000364722, NIP (tax identification number): 9291830388, REGON number: 080465538, with share capital in the amount of PLN 23,263,500 (twenty-three million, two hundred sixty-three thousand, five hundred zloty), email address: kontakt@cinkciarz.pl, acting in the scope of providing Payment Transactions and Money Transfer as an agent of Conotoxia, for and on behalf of Conotoxia.

### 3. 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: [contact@conotoxia.com](mailto:contact@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 to Friday - excluding bank holidays, both in Poland and in the country where a given currency applies for the Payment Transaction or Money Transfer 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 “Money Transfer”. The Cut Off Time is indicated [here](#).

## **6. Incident**

an unexpected event or a series of such events which adversely affects the integrity, availability, confidentiality, authenticity or continuity of payment services or significantly increases the likelihood that it will have an affect.

## **7. KNF**

Komisja Nadzoru Finansowego (Financial Supervisory Committee).

## **8. Account**

a part of the Web Portal made available to the User individually by the Administrator for the use of the Services and gathering information about the User's activities within the Web Portal; the Account is available to the User after registering on the Web Portal and the entering of a login name with a password by the User.

## **9. 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 Payment Transaction or Money Transfer.

## **10. Money Transfer order**

payment service referred to in § 2(2) of the List of Representative Services, crediting the recipient's payment account, if the Payment Transaction from the payer's payment account is carried out by the payment service provider maintaining the payer's payment account on the basis of an order given by the payer, excluding an Internal Transfer Order, a SEPA Transfer Order and a Foreign Currency Transfer Order.

## **11. SEPA Transfer Order**

a service initiated by the payer enabling the transfer of funds in euro from the payer's payment account to the recipient's payment account, where both or one of the suppliers are established in the Single Euro Payments Area (SEPA) referred to in §2(3) of the List of Representative Services.

## **12. Internal Transfer Order**

a service initiated by the payer enabling the transfer of funds between payment accounts maintained by the same provider, as referred to in §2(4) of the List of Representative Services.

## **13. Foreign Currency Transfer Order**

a service initiated by the payer which enables the transfer of funds from the payer's national payment account maintained by the supplier to the recipient's national payment account maintained by the supplier in a currency other than PLN and EUR, as referred to in §2(5) of the List of Representative Services.

#### **14. Conotoxia Web Portal**

a web portal where entities from the Conotoxia Capital Group offer Services, maintained by the Administrator in the domains cinkciarz.pl and conotoxia.com.

#### **15. Wallet**

a multi-currency instrument held in currencies serviced by the CINKCIARZ.PL Web Portal, 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.

#### **16. Text notification**

a service enabling the use of text messages regarding a payment account.

#### **17. Management of a payment account**

a service enabling the maintenance of a payment account, allowing the holding of funds and the execution of Payment Transactions, including the service of opening or closing a payment account.

#### **18. Money transfer**

money transfer service consisting of transferring funds paid by the User to a supplier, other than Conotoxia, who maintains the recipient's account in order to credit the recipient's account with these funds. A list of currencies in which a Transfer Order is possible is available here. The countries to which a Transfer can be requested are available here.

#### **19. Account**

a payment account within the meaning of the Payment Services Act.

#### **20. Currency Exchange Service Terms and Conditions**

currency exchange service provided to the User by Conotoxia.com according to Currency Exchange Service Terms and Conditions.

#### **21. GDPR**

General Data Protection Regulation (EU) 2016/679 ("GDPR") approved on April 27, 2016, by the European Parliament and the Council of Europe on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Data Protection Directive 95/46/EC (General Data Protection Regulation).

#### **22. Preparation of the list of payment transactions**

a service requested by the payer where the payment account provider supplies a list of transactions executed on a payment account during a given period, either in paper or electronic form.

### **23. Fee and commission tables**

a table being a part of the Payment Services Terms and Conditions “Money Transfer” detailing the fees charged by Conotoxia for the “Money Transfer” Services performed for the User, Support Services or other activities indicated in these Payment Services Terms and Conditions “Money Transfer”.

### **24. Payment transaction**

initiated by the User payment, transfer or withdrawal of funds to or from the currency wallet, constituting a Transfer Order or SEPA Transfer Order or an Internal Transfer Order or a Foreign Currency Transfer Order.

### **25. Currency exchange service**

additional service in relation to the execution of a Payment Transaction or Money Transfer ordered by the User, provided on the Conotoxia.com Web Portal, involving the exchange of the Currency Paid-in into the Currency Paid-out.

### **26. AML Act**

Act of 1st March 2018 on counteracting money laundering and terrorism financing (Journal of Laws 2018, article 2003 as amended).

### **27. Payment Services Act**

Act of 19 August 2011 on Payment Services (Journal of Laws 2017, article 2003 as amended).

### **28. User**

a natural person who has full or limited legal capacity, a legal person or an organizational unit without legal person, to whom the law grants legal capacity, who has registered with the Web Portal, as a result of which an Account has been created for him or her to give access to all the Services provided within the Web Portal in accordance with the rules specified in the Terms and Conditions. If the User is not a natural person, it is admitted that he/she is represented by a representative authorised to represent the User in the light of the applicable law.

### **29. Contract**

framework/master agreement concluded on the basis of these Payment Services Terms and Conditions “Money Transfer”.

### **30. Currency Paid-in**

the currency of funds paid to Conotoxia for the execution of a Payment Transaction or Money Transfer, operated by Cinkciarz.pl Web Portal. The list of currencies supported by Cinkciarz.pl Web Portal can be found [here](#).

### **31. Currency Paid-out**

determined by User, the currency of the ordered Payment Transaction or Money Transfer, being one of the currencies operated by Cinkciarz.pl Web Portal.

**32. Issue of a certificate of the possessed payment account**

a service where the supplier of the payment account issues a certificate with information on the payment account or services provided to the consumer.

**33. List of Representative Services.**

regulation of the Minister of Development and Finance of 14 July 2017 on the list of represented services related to the payment account (Journal of Laws of 2017, article 1437).

**34. Payment Order**

User's instruction to execute a Payment Transaction or several subsequent Payment Transactions by Conotoxia.

**35. Money Transfer Order**

User's instruction to execute a Money Transfer or several subsequent Money Transfer by Conotoxia.

**36. Money Transfer services**

payment services constituting Payment Transactions or Money Transfer executed by Conotoxia upon the User's request.

**37. Supporting Services**

Currency Exchange Transactions and PAY Service executed by Conotoxia on the User's order.

**38. PAY Service**

"pay-by-link" service offered to Users enabling payment of goods and services purchased by Users online, which provide a form of payment through the Conotoxia.com Web Portal.

## § 1 INTRODUCTION

1. All terms written in capital letters have the meaning as specified in “Definitions” (above) or the Conotoxia.com Web Portal 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 “Money Transfer”**) is to define the terms and conditions for the provision of Money Transfer 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. Money Transfer 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 “Money Transfer”, the Terms and Conditions are applied.

## § 2 CONCLUDING A CONTRACT

1. The Contract between CONOTOXIA and User is concluded upon the execution of the following conditions:
  - a. Completing the registration process on the Conotoxia.com Web Portal
  - b. Acceptance of the Payment Services Terms and Conditions “Money Transfer”
  - 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, User has the right to demand the provision of the Contract and the information referred to in Article 27 of the Act on payment services to be made available to User on paper or another durable medium. Upon User’s consent, this information may be provided by email.
4. The main distribution channel between Conotoxia and User is email and text messages, as well as announcements on the Conotoxia.com Web Portal. In cases requiring telephone contact, User has the possibility of contacting Conotoxia via customer service available on Business Days and working hours published on the Conotoxia.com Web Portal. A description of the technical requirements for User’s hardware and software in order to use the Platform, including to enable communication between User and Conotoxia, or for User to make the notifications required by these regulations and legal regulations is contained in the Terms and Conditions.
5. User acknowledges that the use of the Cinkciarz.pl Web Portal giving access to the Money Transfer Services and the use of these services, in particular, the submission of Payment Orders or Transfer Orders, may require the use of specific authentication procedures, including authentication of User, in cases provided for by the law.

### § 3

#### PAYMENT TRANSACTION EXECUTION

1. Payment Transactions are made by electronic means.
2. A Payment Order may be made only via the Conotoxia.com Web Portal and solely by 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 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. User provides funds by adding money to Wallet. Wallet is credited to the bank account indicated each time to User by Conotoxia, depending on the Currency Paid-in. User may also fund 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 Conotoxia.com Web Portal.
5. While funding Wallet with a bank transfer, 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 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 Wallet with an amount that exceeds the Payment Order and fees/commission, Conotoxia returns the surplus by transferring it to User's currency wallet provided by Cinkciarz.pl in accordance with the Currency Exchange Terms and Conditions.
6. The funds paid into 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 2017, article 1876 as amended).
7. Wallet is not intended for storing means of payment. Payment means paid into Wallet are solely used for the execution of User's Payment Orders and must be distributed by 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 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 Wallet, 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. User can at any time resign from a standing order. User is always informed about pending transfers.
8. Conotoxia only executes a Payment Transaction on the basis of a received Payment Order submitted by User. Payment Transactions lacking in funds in Wallet will not be executed. The amount of funds necessary to execute Payment Transaction held in Wallet should include the value of fees and commission from Conotoxia.
9. In the case of a Payment Transaction that is ordered by User in 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 User ordering Payment Transaction.

10. To submit a payment order from Wallet, User has to provide the information indicated in Payment Order form, including:
  - a. Recipient's phone number or email address or the Recipient's bank account number (i.e.: NRB number - for a domestic transaction, or IBAN number - for a foreign transaction)
  - b. Recipient's name and surname
  - c. amount and currency of payment transaction
  - d. transaction title
11. Providing the IBAN number of the Recipient's account, the User is also obliged to provide: (ii) the BIC number of the Recipient's bank or other data enabling the identification of the Recipient's bank (ii) in the case of a SWIFT transfer ordered to the Recipient's account kept in a country which does not belong to the European Economic Area, other data necessary for the correct execution of the transfer in accordance with the description of fields appearing on the Payment Order form.
12. In the case of providing phone/email details without indicating the Recipient's account number, the User submits a Payment Order to Conotoxia for a fund transfer provided that Recipient consents to the collection. The consent is expressed electronically: (i) in the case of "phone/email transfer" to a Recipient who is not a User - by opening a currency wallet in the Conotoxia.com Web Portal in accordance with the instructions received from Conotoxia or (ii) in the case of "phone/email transfer" to a Recipient who is a User - by selecting the method of retrieval available on the Conotoxia.com Web Portal after logging in. The condition of collection consent does not apply to an email transfer to a Recipient who is a registered User and 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 User's email address defined in the system. Recipient has the right to agree to receiving 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. User is obliged to verify the accuracy of the given data before authorization. Until authorization, User may correct any mistakes found in the data using the functions available on the Conotoxia.com Web Portal.
15. If the Payment Order cannot be executed due to incorrect data provided by User or due to a lack of consent from 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 funds are returned 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 §9 item 2 of the Payment Services Terms and Conditions "Money Transfer".
16. 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 Conotoxia.com Web Portal.



17. Conotoxia applies financial safety measures towards 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 execution of a Payment Transaction begins on the Business Day on which Conotoxia receives a Payment Order from User. The moment of receiving the Payment Order is understood as the Business Day on which User has made funds available to Conotoxia for Payment Transaction execution, and if the Payment Order is submitted by User on the basis of receiving the Recipient's consent for receipt of funds, the Business Day on which Recipient has given his/her consent. If User has made funds available to Conotoxia for the execution of a Payment Transaction on a given Business Day after Cut-Off Hours, and if the Payment Order is submitted by User under the condition that Recipient agrees to receive funds from a given Payment Order after Cut-Off Hours, it is understood that the Payment Order was effectively submitted on the next Business Day.
2. Until the Wallet is credited with the funds necessary for the execution of the Payment Order by User, and in the case of Payment Orders upon the Recipient's consent, User has the right to cancel the payment, in which case Conotoxia exercises the right to charge 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 section a, in which it is possible to submit a Payment Order ("Standard Payment Transactions").
4. For the purposes of calculating the aforementioned time limit:
  - a. Payment Order is considered to be received by Conotoxia on the Business Day on which User has made funds available to Conotoxia for Payment Transaction execution.
  - b. If the Payment Order is submitted by User under the condition of obtaining Recipient consent, Payment Order is perceived as received by Conotoxia on the day on which Recipient has agreed to receive funds.
5. For an additional fee, Conotoxia may offer Users the execution of a Payment Transaction within a shorter period of time than indicated above ("Express Payment Transactions"). The fee for Express Payment Transactions is indicated in the Table of Fees and Commissions. An Express Payment Transaction Order requires Wallet to be credited in the manner indicated [here](#).

## § 5 MONEY TRANSFER EXECUTION

1. Money transfer order can be submitted only by electronic means through the Cinkciarz.pl Web Portal and solely by User.
2. The Money Transfer service includes transferring funds paid by User to the bank account indicated by Conotoxia to a supplier other than Conotoxia who maintains the Account of Recipient to credit the Account of Recipient with these funds.
3. A Money Transfer 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 Money Transfer until the execution of the Payment Order, the funds are protected in accordance with the legal regulations.
4. User makes funds available for the execution of the Money Transfer - non-cash transfer to the bank account indicated to User by Conotoxia each time, depending on Currency Paid-in.
5. If a Money Transfer is ordered in Currency Paid-out other than Currency Paid-in, Conotoxia executes a currency exchange within the scope of the ordered Money Transfer. Conotoxia will only convert funds to Currency Paid-out, a list of which can be found [here](#), using the current exchange rate available [here](#). The costs of the currency exchange are charged to User ordering the Money Transfer.
6. To submit a money transfer from Wallet, User has to provide the information indicated in the Money transfer Order form, including:
  - a. Recipient's account number:
    - (i) NRB number - for a domestic transaction
    - (ii) IBAN number - for a foreign transaction
  - b. Recipient's name and surname
  - c. amount and currency of payment transaction
  - d. transaction title
7. Providing the IBAN number of Recipient's account, User is also obliged to provide: (ii) BIC number of Recipient's bank or other data enabling the identification of Recipient's bank (ii) in the case of a SWIFT transfer ordered to Recipient's account kept in a country which does not belong to the European Economic Area, other data necessary for the correct execution of the transfer in accordance with the description of fields appearing on the Payment Order form.
8. The User's consent to the Money Transfer is given by selecting the option of approving the Money Transfer Order.
9. User is obliged to verify the accuracy of the given data before giving consent for the execution of Money Transfer. Until that moment, User may correct any mistakes found in the data using the functions available on the Conotoxia.com Web Portal.
10. If User wants to avoid currency conversion of the amount of the Money Transfer by the institution maintaining the Recipient's account, he/she should ensure that the Recipient's account is held in the currency in which funds are due to User as a result of the FX Transaction (for the Money Transfer which included currency conversion) or in which User made a deposit to the bank account indicated by Conotoxia.

11. Money Transfer Order is considered as executed, if it was executed in accordance with the account number of Recipient given by User, regardless of other additional information provided by User.
12. Recipient's data provided for the purposes of the Money Transfer order should be consistent with the Recipient's data held by the supplier keeping the Recipient's account.
13. Conotoxia applies financial safety measures towards 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 Money Transfer.

## **§ 6**

### **MONEY TRANSFER EXECUTION TIME**

1. The execution of a Money Transfer begins on the Business Day on which Conotoxia received a Money Transfer Order from User.
2. Conotoxia executes the Money Transfer by crediting the payment service provider of the Recipient's account with the amount of the Money Transfer Order no later than:
  - a. by the end of the next Business Day after receiving a Money Transfer Order - in the case of a Money Transfer executed in PLN or EUR,
  - b. by the end of the second Business Day after receiving a money Transfer Order - in the case of a Money Transfer Order executed in a currency other than PLN or EUR indicated in section a, in which it is possible to submit a Money Transfer Order.
3. For the purposes of calculating the aforementioned time limit, when funds are transferred to Conotoxia for a Money Transfer after Cut Off Hours or on a day other than a Business Day, such order is considered as received on the next Business Day ("Standard Money Transfer").

## **§ 7**

### **INFORMATIONAL DUTIES**

1. Prior to the conclusion of the Contract, User receives from CONOTOXIA the Terms and Conditions, Payment Service Terms and Conditions "Money Transfer" and Currency Exchange Terms and Conditions as an information pack defined in the Payment Services Act in one of the following forms:
  - a. on a durable medium to 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 User before concluding the Contract. Once the email has been received by 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 residence indicated in the registration process. In such a case, User is notified by traditional mail within 3 Business Days, sent together with an attachment containing information required by the Payment services Act. Once the email has been received by User, it is understood that User has become familiar with the conditions expressed in the attachment.

2. During the term of validity of the Contract, Conotoxia provides User with information about User's Wallet and Payment Transactions executed on the basis of a Payment Transaction Order and Money Transfer ordered by User.
3. Before executing a Payment Transaction, Conotoxia provides User with information regarding maximum execution time, exchange rate and information about the fees and commission to be paid by User (as applicable), including specified amounts.
4. After Payment Transaction execution, Conotoxia provides User with the following information:
  - a. data identifying the Payment Transaction and 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 Payment Order;
5. Before executing a Money Transfer, Conotoxia provides User with information that must be provided in order for a Money Transfer Order to be properly initiated or executed, regarding maximum execution time, exchange rate and information about the fees and commission to be paid by User (as applicable), including specified amounts.
6. After Money Transfer execution, Conotoxia provides User with the following information:
  - a. data identifying the Money Transfer and Payer or Recipient;
  - b. data indicating the amount of the Money Transfer;
  - c. data determining the fee and commission amount charged due to the Money Transfer;
  - d. data determining the receipt date of the Money Transfer Order.
7. The confirmation of the Payment Transaction or Money Transfer execution is issued in electronic form and made available on the Cinkciarz.pl Web Portal in a PDF file.
8. Upon User request, Conotoxia prepares a List of payment transactions, within the meaning of the List of Representative Services, in paper or electronic form.
9. Upon User request, Conotoxia issues a certificate of a payment account within the meaning of the Representative Services List.
10. Before concluding a payment account management contract, Conotoxia shall provide User who is a consumer, in advance, in paper or electronic form, with a document relating to the fees charged for the services provided in connection with the management of a payment account, in order to enable User who is a consumer to compare the offers of providers who maintain payment accounts.
11. The document referred to in article 8 contains a list of services provided by Conotoxia, included in the List of Representative Services, together with the associated fees, including any fees charged in the case of non-fulfilment by User who is a consumer of the obligations arising from the contract on the provision of these services and the possible fee for termination of the Contract.

12. Conotoxia provides User, who is a consumer, free of charge, at least once a calendar year, with a list of fees for services related to the payment account charged during the period covered by the list.
13. In the case of termination of a payment account contract, Conotoxia provides the User, no later than within 2 weeks from the date of contract termination, with a statement of fees for the period for which no statement of fees has been prepared, until the date of termination of the contract.
14. In the list of fees, Conotoxia takes into account the fees charged for services included in the List of Representative Services.
15. Conotoxia and User, who is a consumer, agree on the way in which the list of fees is to be sent. Upon User request, Conotoxia sends the list of fees in paper form.
16. User may require that the information mentioned in sections 4 and 6 above to be provided or made available periodically, on a durable medium, at least once a month.

## **§ 8**

### **FEES AND COMMISSION**

1. For the execution of the Money Transfer service or other activities aforementioned in these Terms and Conditions, 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 Money Transfer, is calculated on the base value of the executed Payment Transactions or Money Transfer.
3. Fees are collected in the Currency Paid-in, 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. User acknowledges that the execution of Money Transfer Services through financial institutions may involve fees and commission in accordance with the fees and commission applied by such institutions.

## **§ 9**

### **PAYMENT TRANSACTION OR MONEY TRANSFER REFUSAL**

1. Conotoxia reserves the right to refuse to make a Payment Transaction or Money Transfer, if the assigned transaction does not match the demands defined in the Terms and Conditions, and also in situations defined by the legal regulations, including:
  - a. errors during the commissioning of the Payment Transaction or Money Transfer, including gaps in which the execution of the transfer would be made impossible;
  - b. the given Recipient's account number is incorrect;
  - c. cases when refusal is based on the AML Act;
  - d. if the Recipient refuses to accept the funds, and the Payment Order was submitted on the condition that acceptance was obtained;
  - e. when there is a reasonable suspicion that the Payment Transaction or Money Transfer is ordered to violate, evade or be in breach of fair trade rules.

2. Conotoxia informs User about the refusal to execute a Payment Order or Money Transfer Order in the user panel on the Conotoxia.com Web Portal. 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 or Account, 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. Money Transfer 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 or Money Transfer must not be ordered to violate or evade the law or fair trade rules.
5. User agrees not to use the Conotoxia.com Web Portal to execute Payment Transactions or Money Transfer which:
  - a. omit the rules of ordering Payment Transactions or Money Transfer binding in the Conotoxia.com Web Portal, or
  - b. violate the Payment Services Terms and Condition "Money Transfer", 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 or being in connection with gambling games via the internet.
6. User acknowledges that any violation of the law or reasonable suspicion of such violation may be disclosed by Conotoxia to the 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 Money transfer services, Conotoxia is entitled to refuse further execution of the User's Payment Transactions or Money Transfer, block Wallet and terminate Contract with immediate effect.
7. If Conotoxia establishes, after Contract has been concluded, that User is an entity that illegally organizes gambling activities via the internet, Conotoxia is entitled to terminate said Contract with immediate effect.
8. Conotoxia is not responsible for non-executed Payment Transactions or Money Transfer, suspension of the Payment Transaction or Money Transfer, blocking the Wallet or freezing 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).

## **§ 10 COMPLAINTS**

1. Complaints regarding Payment Transactions or Money Transfer 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 2017, item 1481, as amended);
  - b. verbally - to the protocol at Conotoxia's registered office, including Cinkciarz.pl serving customers 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) on the Contact subpage;

- 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) on the Contact subpage.
2. Complaints should contain:
  - a. the data of the entity lodging the complaint, including a contact address
  - b. value of the Payment Transaction or Money Transfer
  - c. date of Payment Transaction or Money Transfer order
  - d. ID of the Payment Transaction or Money Transfer (indicated to User on the Conotoxia.com Web Portal after the Payment Transaction or Money Transfer has been ordered and available in User panel on the Conotoxia.com Web Portal)
  - e. login (email) of User for the Conotoxia.com Web Portal,
  - f. residence address and an email address, if User requests a response to complaints via email
  - g. description and reason for the submission of the complaint
3. Conotoxia examines submitted complaints without undue delay, no longer than 15 (fifteen) 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 35 (thirty-five) days.
4. Conotoxia informs the complainant about the means in which the complaint is being examined, as well as at the request of the complainant, confirms the fact that the complainant has submitted a paper complaint to the complainant's address or, if the complainant chooses the form of notification of response to the complaint on another durable electronic medium, to the email address provided.
5. In the event of User being unsatisfied with the method of handling the aforementioned complaint, 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/>. The Financial Ombudsman is the authorised entity within the meaning of the Act of 23 September 2016 on the extrajudicial resolution of consumer disputes and is competent for the Lender (address of the Financial Ombudsman's website [www.rf.gov.pl](http://www.rf.gov.pl)). Moreover, CONOTOXIA informs 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>.

## § 11

### SAFETY RESPONSIBILITIES AND USER LIABILITY

1. User must securely and carefully store his/her personalised data securing access to Account and Wallet (such as login, password) and secure access to access codes to devices, biometric data or other personalised security data in such a way that no one other than User may have access to any of the above data.
2. User must not share his or her personalised security information with any other person (except for third party service providers where necessary). The disclosure by User of an Account login and password, a one-time password used as part of agreed authentication procedures, Mobile App

password, access codes or other personalised security data in any form, content or form to third parties, including family members, constitutes failure to comply with due diligence under the provisions of the Payment Services Act.

3. User is obliged to define a password for access to Account, the decryption of which will not be easy.
4. User, using the authentication procedures required by Conotoxia under the applicable regulations, is obliged to verify the correctness of the Payment Transaction data (e.g. payment amount, dates) prior to Authorisation.
5. When installing the mobile app provided by Cinkciarz.pl in order to access the Account via mobile devices ("Mobile App") by User to use on a mobile phone or other device, User is obliged to keep the phone or other device and personalised security data or PIN code, while the phone or other devices must have a lock function enabled.
6. User does not transfer his or her personalised security data and does not grant access to the device to third parties in a way that would enable the execution of a Payment Transaction using the Mobile App installed on the device.
7. User does not use the app and other mechanisms that enable remembering the login and password to Account, one-time passwords used within agreed authentication procedures, the password to the Mobile App, access codes and other personalised security data on the computer, phone or other mobile device through which User gains access to the Account and the Wallet.
8. User does not disclose to third parties any additional information that Conotoxia may need to confirm User's identity.
9. User immediately reports to Conotoxia:
  - a. loss, theft, appropriation, misuse or disclosure of your Account or Wallet password, one-time password or Mobile App password or other personalised security data such as, for example, biometric data or other personalised security data;
  - b. loss, theft, appropriation of the phone or other mobile device on which the Mobile App is installed,
  - c. a justified suspicion or detection of unauthorised access or use of Account, Wallet, telephone or other mobile device on which the Mobile App is installed.
10. The aforementioned notifications shall be made by User:
  - a. 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) on the "Contact" subpage.
  - b. by phone - by calling the phone number indicated on the website [www.cinkciarz.pl](http://www.cinkciarz.pl) and [www.conotoxia.com](http://www.conotoxia.com) on the "Contact" subpage.
11. 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 unauthorised, not executed or inadequately executed Payment Transactions, Money Transfer and other irregularities concerning the execution of the Payment Transaction or Money Transfer. Such notifications should be made immediately, but not later than within 13 months from the date of:
  - a. in the case of Payment Transactions - the day on which Wallet was debited or from the day on which the transaction was to be executed; or



- b. in the case of Money Transfer - the day on which Wallet was debited or from the day on which the transfer was to be executed.

Failure to report the aforementioned irregularities within the time limit shall result in

12. User's claims against Conotoxia due to an unauthorised, non-executed or improperly executed Payment Transaction or Transfer being dismissed. User acknowledges that the set of procedures and functionalities of the Conotoxia.com Web Portal made available to User through Account enabling User to submit a Payment Order, as agreed by these Payment Service Terms and Conditions "Money Transfer" by User and Conotoxia, constitutes a payment instrument within the meaning of the Payment Services Act. User is responsible for authorised payment transactions. User is responsible for unauthorised Payment Transactions until they are reported to Conotoxia up to the equivalent of EUR 50 in Polish currency, determined by using the average exchange rate announced by the National Bank of Poland on the date of execution of the Payment Transaction if the unauthorised transaction is a result of:
  - a. use a phone or other mobile device on which the Mobile App is installed, lost by User or stolen by User, or
  - b. the appropriation of a phone or other mobile device on which the Mobile App is installed.

The above limitation of liability does not apply if the damage was caused by User:

- (i) enabled an unauthorised transaction with fraudulent intent, or
- (ii) intentionally or with serious negligence:
  - violated this Contract or the Payment Services Terms and Conditions "Money Transfer",
  - violated its statutory obligation to take the necessary measures to protect the personalised Account security data against unauthorised access, or
  - violated their duty to notify without delay as referred to in paragraph 9 above.

In such a case, User shall be liable for any unauthorised transaction up to and including reporting.

13. User is fully liable for unauthorised Payment Transactions, if User has:
  - a. deliberately led to them, or
  - b. led to a Payment Transaction as a result of serious negligence, including, but not limited to, intentional or grossly negligent misconduct
    - violated these Terms and Conditions,
    - violated his or her statutory obligation to take the necessary measures to protect the personalised account security data against unauthorised access, or
    - violated its obligation to notify without delay as referred to in paragraph 9 above

14. After User has made the request referred to in paragraph 9 above, User is not liable for unauthorised Payment Transactions, unless he or she has deliberately led to them.

## **§ 12**

### **CONOTOXIA'S RESPONSIBILITIES AND LIABILITY**

1. Conotoxia bears the burden of proving that the Payment Transaction has been authorised and correctly recorded in the system used to handle Conotoxia's Payment Transactions and that it has not been affected by a technical failure or other type of defect related to the payment service provided by Conotoxia or the payment service provider initiating the payment transaction.
2. In the case of an unauthorised Payment Transaction, Conotoxia shall immediately, but no later than the end of the Business Day following the date on which the unauthorised transaction to which User's payment account has been debited occurs or after the date of receipt of the relevant report, refund User the amount of the unauthorised Payment Transaction, except where Conotoxia has reasonable and duly documented grounds to suspect fraud, and shall inform in writing the authorities responsible for prosecution. Conotoxia reimburses your debited payment account to the status prior to the unauthorised Payment Transaction.
3. If Conotoxia, contrary to the obligation of ensuring constant availability of the appropriate funds referred to in Article 11(10), allows User to make the notifications referred to in 11(9) does not provide such possibilities, User is not responsible for unauthorised Payment Transactions, unless User has deliberately made a payment an unauthorised Payment Transaction.
4. If Conotoxia has not required a strong authentication or if Recipient of the payment or his payment service provider has not accepted it, even though we are legally obliged to strongly authenticate the customer, Conotoxia's liability is determined in accordance with Article 46 (4a) of the Payment Services Act, as opposed to the content of the above paragraphs. Strong customer authentication requires, in particular, the use of two independent components in the knowledge category (something you know), possession (something you have) or inherent (something you are).
5. Conotoxia is liable for the non-executed or improper execution of a Payment Instruction, in accordance with Articles 144-146 of the Payment Services Act, for reasons that lie on Conotoxia's side.

## **§ 13**

### **PERSONAL DATA PROTECTION**

1. Conotoxia is a collector of personal data, in particular, User and Recipient data, processed for the purpose of implementing the Money Transfer Service and documenting its execution. The collector of personal data decides on the method of processing personal data of User or Recipient. Personal data is processed in accordance with the GDPR and Protection of Personal Data Act.
2. Conotoxia has appointed a Data Protection Officer, who can be contacted by email: [dpo@pl.conotoxia.com](mailto:dpo@pl.conotoxia.com) or in the traditional form by sending a letter to the address of the controller's registered office with the reference "Data Protection Officer".
3. Cinkciarz.pl is the collector of personal data processed for the Conotoxia.com Web Portal for purposes related to operating User Accounts for the Conotoxia.com Web Portal and providing services of currency exchange services offered by it. Personal data is processed in accordance with the GDPR and the Protection of Personal Data Act.

4. Cinkciarz.pl has appointed a Data Protection Inspector, who can be contacted by email: [iod@cinkciarz.pl](mailto:iod@cinkciarz.pl) or in a traditional form by sending a letter to the address of the administrator's seat with a note "Data Protection Inspector".
5. In order to help User easily manage the funds paid into 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 collector due to conducting currency exchange services for User. Disclosure takes place only to the extent necessary to enable User to manage the funds. Recipients of the data are banks and state authorities authorised to access personal data under the provisions of law.
6. The submission of data is, however, voluntary, necessary for the provision of services by Conotoxia. User and Recipient have the right to access, rectify, transfer, restrict the procession or erase their personal data, subject to article 7.
7. Conotoxia is entitled to refuse the deletion of User or Recipient personal data, if further processing is required by law. Conotoxia is entitled to refuse to delete personal data of User or Recipient, in the event of a breach by User or Recipient of the regulations of law, Terms and Conditions, Currency Exchange Terms and Conditions and Payment Service Terms and Conditions "Money Transfer", in order to document, explain and identify responsible parties for the identified breach.
8. 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 "Money Transfer", may process 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. User and Recipient have the right to object to such processing.
9. The data will be processed for the period necessary for the execution of the Money Transfer Service, and afterwards for the period required by law. Further processing of User's or Recipient's data may be carried out in connection with the legitimate interests of Conotoxia, which is the basis for establishing, asserting or defending claims.
10. When evaluating the risk of money laundering and terrorist financing in accordance with the AML Act, the personal data of User and Recipient will be profiled in order to identify possible cases of money laundering or terrorist financing in accordance with the aforementioned Act. Such profiling takes into account, inter alia, transaction data, nationality, type of customer, type of business relationship, geographical area, as well as previous high-risk activity. As a result of such profiling, any potential non-compliant money laundering or terrorist financing conduct is identified. If a reasonable suspicion of money laundering or terrorist financing is identified, it may result in the reporting of the transaction to the relevant state authorities or the possibility of refusing to execute the transaction. As a result of such a statement, the conclusion of a contract with the User may also be refused in the future.
11. User and Recipient have the right to lodge a complaint to the President of the Office for Personal Data Protection.
12. More information on the rules of personal data processing, including the use of cookies, has been described in a separate procedure applicable in Conotoxia - Privacy Policy of the Conotoxia.com Web Portal available [here](#).

## **§ 14 CONTRACT TERMINATION**

1. Conotoxia has the right to terminate Contract at any time, without providing any reason, with two months notice.
2. Conotoxia has the right to terminate Contract with immediate effect:
  - a. when User, while signing Contract, provided data or information which is untrue or inconsistent with the actual state of affairs, and in particular, when User used false, forged or falsified documents and documents which are invalid,
  - b. when User violated the provisions of the Payment Services Terms and Conditions “Money Transfer” or Contract, including those provisions that violate the rules of using Payment Transactions or Money Transfer.
3. Conotoxia may terminate Contract in written form sent to the address or email address indicated by User on the Conotoxia.com Web Portal.
4. User has the right to terminate his/her Contract at any time. User may terminate the Contract in the following form:
5. online via the Conotoxia.com Web Portal, or
6. in written form at the address of Conotoxia’s registered office.
7. If Conotoxia or User use the right to terminate Contract due to planned amendments to the Payment Services Terms and Conditions “Money Transfer”, the existing provisions of the Payment Services Terms and Conditions “Money Transfer” apply until the end of Contract termination period.
8. Termination of Contract by Conotoxia or User or withdrawal from Contract by User results in termination of Account on the Conotoxia.com Web Portal. A withdrawal form is included in Attachment No. 1 of these Terms and Conditions.

## **§ 15 SAFETY**

1. The operational safety of the Conotoxia.com Web Portal, 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 Conotoxia.com Web Portal User is protected from access by unauthorized persons to transfer content, using cryptographic protection measures through encrypted connections, among others,
  - c. ensuring user authentication by providing, at the least, a password and login name.
2. Use of the services by 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.

3. To secure a Payment Order or a Money Transfer Order submitted on the Conotoxia.com Web Portal is used: 1) User identification, 2) confirmation of placing an order by User.
4. Password to Account, one-time passwords and password to Mobile App:
  - a. are exclusively intended for User;
  - b. cannot be disclosed in any form, content or form to third parties, including family members, are not known to the authorities or employees of Conotoxia, as well as other entities acting on its behalf;
  - c. are transmitted in accordance with procedures ensuring their confidentiality by means of computer programs, and obtaining information about one of them does not allow for simultaneously obtaining information about another.
5. In the case of identification of a severe Operating Incident or Security Incident Conotoxia, including information and communication technology, which has or may have an impact on your financial interests - Conotoxia will inform User of Incident without undue delay and of all available measures that User may take to limit the negative consequences of Incident. For this purpose, Conotoxia has the right to contact User by telephone.
6. Conotoxia has a secure procedure for notifying User in the presence of fraud or suspicion of fraud or security threats - consisting in the use of means and means of safe communication, including through the use of an appropriate communication style:
  - a. by telephone – after identification and verification of user’s identity;
  - b. by text message to inform about the availability of the announcement on the Conotoxia website;
  - c. electronic – by means of: email and website.
7. As part of the procedure described in paragraph 6 above - Conotoxia notifies User, without undue delay, of a severe operational Incident or a security Incident, including information and communication technology, if Incident has or may have an impact on User’s financial interests and informs User of available measures that they may take to limit the negative consequences of Incident.

## **§ 16**

### **EXTERNAL SERVICE PROVIDERS**

1. The external service provider (such as the payment service provider or Account information provider) is a third company which, on the basis of User’s order and in accordance with statutory requirements, is entitled to access User’s payment Account data or to initiate payments to be debited from User’s payment Accounts.
2. User may allow the external service provider to access information on payment Accounts held for User by Conotoxia. If User uses an external service provider, the provisions of this Contract shall continue to apply, and the external service provider shall be given access to the payment Account details held for User by Conotoxia.

3. Conotoxia may prohibit the external service provider from accessing User's payment Accounts, if it suspects that the service provider is not entitled to access or is using it illegally. If this does not threaten the appropriate security measures or otherwise violate the law, Conotoxia will notify User in the manner it deems best, for what reason it has denied access to an external service provider.

## **§ 17**

### **CHANGES IN PAYMENT SERVICES TERMS AND CONDITIONS "MONEY TRANSFER"**

1. Conotoxia reserves the right to make amendments to the Payment Services Terms and Conditions "Money Transfer" 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 Contract, under which Conotoxia is required to amend the Contract; or
  - b. changes in the manner or form of providing services to User regulated by Contract, in relation to changes concerning the Conotoxia IT system, provided that this ensures the proper execution of Contract and does not violate the interests of User; or
  - c. changes in the manner or form of providing services to 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 Contract and does not lead to an increase in the financial burden of User under Contract and does not violate the interests of 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 Contract; or
  - e. any amendments to the regulations between Conotoxia and external companies that affect these Payment Services Terms and Conditions "Money Transfer", excluding price parameters and User interest.
2. Conotoxia informs about recommended changes to the Payment Services Terms and Conditions "Money Transfer" no later than 2 months before the planned date of them entering into force.
3. When notifying User of any amendments to the Payment Services Terms and Conditions "Money Transfer", Conotoxia indicates to User that a lack of User refusal in objection to the proposed changes is the same as the giving of his/her consent to such changes and that:
  - a. User has the right to terminate Contract with immediate effect without any additional fees before the proposed amendments come into force.
  - b. In the case when User expresses an objection but does not terminate Contract, 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 "Money Transfer" takes place in accordance with the regulations specified in §7 item 1 Payment Services Terms and Conditions "Money Transfer".

5. Conotoxia may change the trade names of payment services provided under Contract. A change in the trade name of the payment service does not constitute an amendment to Contract. Conotoxia informs its Users about a change in the trade name of the payment service in a message posted on the Platform.

## **§ 18 FINAL PROVISIONS**

1. The actions taken by User or CONOTOXIA in relation to Contract, including Conotoxia's refusal to execute a Payment Transaction or Money Transfer, shall not affect the legal relationship between Cinkciarz.pl and User or Recipient on the basis of the Currency Exchange Terms and Conditions or the Terms and Conditions, unless it is stated otherwise.
2. Contract between Conotoxia and User is concluded in Polish. The language used in communications with User is Polish or English at User's choice.
3. If User is not a consumer, the provisions of the Payment Services Act shall not apply, the exclusion of which in relations with entities other than consumers is permitted under the provisions of this Act. In such cases, matters that are not regulated in the Payment Services Terms and Conditions "Money Transfer" 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 "Money Transfer". If User is not a consumer, there is a 14 (fourteen) day period starting from the day of Transaction Payment order or Money Transfer was commissioned by User, to report unauthorised, un-executed or incorrectly executed transfers, under pain of expiration of claims for such Payment Transaction.
4. 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 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 User who is a consumer, Conotoxia can demand a fee for services rendered.
5. The law applicable to the Payment Services Terms and Conditions "Money Transfer" in this law, which provides the basis for Conotoxia's relations with User before concluding Contract for execution of a Payment Transaction and the law applicable to conclude and execute this Contract, is the Polish law.
6. Conotoxia and User aim to resolve any disputes that have arisen in connection with the application of the Payment Services Terms and Conditions "Money Transfer", execution of the Contract or execution of Payment Transactions or Money Transfer.
7. If User is a consumer in relation to Contract, disputes relating to Contract will be dealt with by the common courts with territorial and substantive jurisdiction over User's place of residence and, if the action is brought against Conotoxia, also by the courts with territorial and substantive jurisdiction over Conotoxia's registered office. In the case that User is not a consumer in connection with the Contract, all disputes relating to Contract shall be submitted to the common courts of competent local and substantive jurisdiction for the registered office of Conotoxia.

The Terms and Conditions will be enforced on 20.12.2018.

**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 Gora.

.....  
(Signature)