

## REGULATIONS

CINKCIARZ.PL Sp. z o.o. specifies these Regulations pursuant to the Regulations of Article 8 paragraph 1 point 1 of the Act on providing services by electronic means

### GENERAL Regulations

#### § 1

1. These regulations (hereinafter referred to as "Regulations") specifies the rules of using Services provided by CINKCIARZ.PL via the CINKCIARZ.PL Website by its Users.
2. CINKCIARZ.PL provides electronic services pursuant to the Regulations.
3. An agreement on providing electronic services is concluded with CINKCIARZ.PL after completing full User Registration as specified in § 4, upon positive verification of the User's identity conducted by CINKCIARZ.PL as specified in § 6. The Agreement is concluded for an indefinite period and it can be terminated by any of the Parties on conditions specified in § 31 and § 33.
4. The Regulations are available to the Users free of charge via the CINKCIARZ.PL Website in a form enabling one to acquire, reproduce and record the wording of the Regulations with an ICT system facilitated by the Users.
5. The Regulations specify the rules of providing services by CINKCIARZ.PL to the benefit of the Users via the CINKCIARZ.PL Website, the rights and obligations of the Users of the CINKCIARZ.PL Website as well as the rights and obligations and the scope of responsibilities of the administrator, as the entity managing and running the CINKCIARZ.PL Website.
6. The wording of the Regulations may be recorded by the User by means of printing, saving on a media carrier or downloading at any moment from the CINKCIARZ.PL Website at the following address: <https://cinkciarz.pl/eng/our-services/regulations>.
7. Each potential User of the CINKCIARZ.PL Website shall become familiar with these Regulations at the moment of registering at the CINKCIARZ.PL Website and may use the Services only upon a prior submission of a statement of will on accepting the Regulations' provisions.
8. When using the CINKCIARZ.PL Website, the User shall undertake activities which are compliant with the applicable law and the rules of social interactions and good practices, and shall observe the prohibition of providing content whose publication on a website could lead to violating the law or the personal rights of third parties.
9. A User of the Cinkciarz.pl Website acknowledges that some of the actions undertaken by Cinkciarz.pl under the agreement with the User are carried out by a company which is part of the Cinkciarz.pl Capital Group, that is Conotoxia Sp. z o.o., which acquired permission from the Polish Financial Supervision Authority to operate as a payment institution - license no. IP30/2015

## DEFINITIONS

### § 2

1. **User's E-mail Address** – an email account defined by the User within the Account.
2. **Mobile Apps** - mobile applications to which all intellectual property rights belong to CINKCIARZ.PL, dedicated to particular Mobile Systems enabling one to use selected Services via Mobile Devices. The scope of Services available via Mobile Apps is described [here](#). Particular Mobile Apps are shared by CINKCIARZ.PL for free download, installation and usage solely for the purpose and within the scope of using the CINKCIARZ.PL Website. Their list is available [here](#).
3. **Actual Beneficiary** shall mean:
  - a natural person or natural persons who are owners of the artificial person or control the customer or have an influence on the natural person, on behalf of which the transaction is completed or a business activity is conducted;
  - a natural person or natural persons who are shareholders or stockholders, or are entitled to a vote during a meeting of shareholders exceeding the value of 25% in this artificial person, including via bearer shareholdings, except for companies, whose securities are available in an organised trading system, subject to or applying the regulations of European Union law within the scope of disclosing information, as well as entities providing financial services on the territory of an EU member state or an equivalent state - in case of artificial persons;
  - a natural person or natural persons who control at least 25% of assets - in case of entities which were charged with management of assets and distribution of such assets, except entities performing activities as specified in Article 69 paragraph 2 point 4 of the Trading in Financial Instruments Act of 29 July 2005.
4. **CINKCIARZ.PL** – a limited commercial company under the following business name: CINKCIARZ.PL Sp. z o.o. with its seat in Zielona Góra, at ul. Sienkiewicza 9, 65-001 Zielona Góra, entered in the register of businesses maintained by the District Court in Zielona Góra, 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, NIP (tax identification number): 9291830388, e-mail address: [kontakt@cinkciarz.pl](mailto:kontakt@cinkciarz.pl) conducting currency exchange activities under the Foreign Exchange Law Act, entered into the register of currency exchange activities maintained by the National Bank of Poland with the following number: 8808/2010.
5. **Business Hours of the CINKCIARZ.PL Website** – the time of day during which Services are provided by CINKCIARZ.PL, covering each Business Day from 9 am to 4:30 pm.
6. **Business Day** – each day Monday through Friday excluding bank holidays both in Poland and in the country where a given currency applies.
7. **Transaction Day** – under § 13 of these Regulations, the day indicated by the User within the

scope of a Standing Order agreement, when CINKCIARZ.PL shall supply the purchased currency.

8. **GIIF** – General Inspector of Financial Information, as specified in the Act on prevention of money laundering practices and financing of terrorism.
9. **Cinkciarz.pl Capital Group** - companies connected with capital to Cinkciarz.pl Sp. z o.o., out of which the Parent Company is Cinkciarz.pl Sp. z o.o.
10. **Currency Card** – prepaid bearer currency card with the possibility of its charging in the following currencies: EUR, GBP, USD and PLN.
11. **Account** – part of the CINKCIARZ.PL Website provided individually to the User by CINKCIARZ.PL, serving for the purpose of using the Services and grouping information about activities of the User within the CINKCIARZ.PL Website;

The Account shall be available to the User upon registering at the CINKCIARZ.PL Website and upon the User entering their Login and Password.

12. **Exchange Rate** – the monetary unit exchange rate applicable at the CINKCIARZ.PL Website expressed in the Non-Base Currency at the moment of placing a Transaction order by the User, based on which the Transaction is executed.
13. **Transaction Amount** – the amount of monetary units expressed in the Base Currency, whose purchase, sales or exchange constitutes the subject of the Transaction.
14. **Login and Password** – unique details constituting a combination of letters, numbers and/or symbols specified by the User during registration at the CINKCIARZ.PL Website for the purposes of its explicit identification which make access to the Account possible for the User; during the process of registration at the CINKCIARZ.PL Website, the User receives a confirmation of assigning a Login and Password via electronic mail to the E-mail Address of the User.
15. **Recipient** – an entity (natural person, artificial person, or an organisational unit without an artificial person) specified by the User, being the recipient of the financial means constituting the subject of the Transaction.
16. **HalCash Recipient** - a natural person defined by the User, being the recipient of financial means within the HalCash service.
17. **Politically Exposed Persons** – persons specified in the Act on prevention of money laundering practices and financing of terrorism, understood as natural persons:
  - a) heads of states; heads of governments; ministers, vice-ministers or deputy ministers; members of parliament; judges of supreme courts, constitutional tribunals and other court authorities whose judgements are not subject to challenge, except for extraordinary proceedings; members of the court of auditors; members of central banks; ambassadors; chargés d'affaires and high ranking officers of military forces; members of management or supervising bodies of state-owned companies who hold or held public functions in the period of a year from the day of ceasing to meet the prerequisites specified in the Act;

- b) spouses of people specified in item a) or people in cohabitation with them; parents and children of people specified above; spouses of those parents and children, or people in cohabitation with them,
  - c) who are or have been in close professional or economic cooperation with persons specified in item a) or are co-owners of legal entities and are solely entitled to the assets of the legal entities if they were established to the benefit of those persons,
    - with place of residence outside of the Republic of Poland.
- 18. Transaction confirmation** – an invoice issued by CINKCIARZ.PL, confirming the provision of Services.
- 19. CINKCIARZ.PL Website** – the website managed by CINKCIARZ.PL within the scope of which currency exchange transactions are completed and other services related to such transactions are provided, managed by CINKCIARZ.PL at the following domain: CINKCIARZ.PL, also available as a Mobile Version.
- 20. Transfer** – a transfer of financial means.
- 21. Settlement Account** – an account held at a financial institution to the benefit of the User or the Recipient, to which CINKCIARZ.PL shall transfer financial means in the Non-Base Currency in connection to settling the Transaction.
- 22. Mobile Systems** – operating systems for particular Mobile Devices, i.e. Android, iOS, Windows Phone, Blackberry and Windows 8.
- 23. Transaction** - a deposit, transfer or withdrawal of financial means initiated by the User, completed on behalf one's own or on behalf of another party, on one's own account or on another party's account, executed via the CINKCIARZ.PL Website, consisting in selling, purchasing or exchanging currency pursuant to the rules specified in the Regulations.
- 24. Transfer Title of Transaction** – an individual and explicit title of the financial means transfer generated by the CINKCIARZ.PL Website upon ordering a Transaction by the User, provided to the User in the electronic message sent to the User upon defining the Transaction terms, and indicated in the summary of the ordered Transaction and in the list of ordered Transactions on the Account.
- 25. Mobile Devices** – mobile devices of the User, especially mobile phones, smartphones or tablets.
- 26. Services** – services provided by CINKCIARZ.PL to the benefit of the User via the CINKCIARZ.PL Website, covering the following:
- a) services relating to purchasing, selling or exchanging currency electronically, in the model of single transactions within the scope of a standing order or using a currency wallet,
  - b) tools supporting currency exchange via the CINKCIARZ.PL Website:
    - Standing orders - automatic purchase or sales of currency at fixed time intervals,
    - Currency Cards - prepaid payment cards available in four currencies,
    - Currency Alerts - notifications sent in case a given currency reaches an exchange rate defined by the User,

- Payment order - automatic settlement of liabilities by collecting the due funds from the User's account,
  - HalCash (withdrawal at a cashpoint) – withdrawal of PLN from the currency wallet using a cashpoint, without the need for using a card,
  - Text alerts - the User-selected exchange rates sent via text messages,
  - Transfer auto-complete - a browser add-on allowing auto completion of transfer details at the CINKCIARZ.PL exchange office,
- c) auxiliary services for the Users (not required for effective usage of services specified in letter a), facilitating the usage of its functions, especially: enabling usage of the Mobile Apps and other plugins/software such as transfer auto-complete;
- d) marketing activities, including sharing advertisement banners of the CINKCIARZ.PL Website, newsletter, granting bonuses to Users referring the CINKCIARZ.PL Website activity, providing a tool enabling redirection to the Opineo website;
- e) other services provided electronically, i.e. the possibility of browsing and using selected content of the CINKCIARZ.PL Website and the functions of the CINKCIARZ.PL Website by the internet user, User, providing a registration and login form at the CINKCIARZ.PL Website, making it possible for the internet user, User to submit enquiries and contact CINKCIARZ.PL via the CINKCIARZ.PL Website, chat or hotline.

#### **27. Acts:**

- Foreign Exchange Law Act - the Act dated 27 July 2002 on foreign exchange law (Journal of Laws 2002 No. 141 item 1178 as amended),
- Act on prevention of money laundering practices and financing of terrorism - the Act dated 16 November 2000 on prevention of money laundering practices and financing of terrorism (Journal of Laws 2000 No. 116 item 1216 as amended),
- Act on providing services by electronic means - the Act dated 18 July 2002 on providing services by electronic means (Journal of Laws 2002 No. 144 item 1204 as amended),
- Civil Code Act - the Act dated 23 April 1964 - Civil Code (Journal of Laws 1964 No. 16 item 93 as amended),
- The Criminal Code Act - the Act dated 6 June 1997 - the Criminal Code (Journal of Laws 1997 No. 88 item 553),
- The Payment Services Act - the Act dated 19 August 2011 on payment services (Journal of Laws 2011 No. 199 item 1175 as amended),
- Act on goods and services tax - the Act dated 11 March 2004 on goods and services tax (Journal of Laws 2004 No. 54 item 535 as amended),
- The Act on protection of certain consumer rights and on liability for damage caused by a hazardous product - the Act dated 2 March 2000 on protection of certain consumer rights and on liability for damage caused by a hazardous product (Journal of Laws 2014

item 827 as amended).

28. **User** - a natural person with full capacity to perform acts in law, an artificial person or an organisational unit without an artificial person, to which an artificial person is assigned through the Act, who completed registration at the CINKCIARZ.PL Website as a result of which an Account was created for that person which shall enable access to all Services provided within the scope of the CINKCIARZ.PL Website pursuant of the rules specified in the Regulations.
29. **Base Currency** - the currency in which the unit price (Exchange Rate) is expressed in the Non-Base Currency.
30. **Non-Base Currency** - the currency in which the price of the unit (or a determined number of units) of the Base Currency is expressed.
31. **Mobile Version** – the website available at <https://cinkciarz.pl/m>, containing a simplified version of the CINKCIARZ.PL Website, adjusted to browsing on various mobile devices with access to the internet using their own wireless protocols.

## REGISTRATION AND IDENTIFICATION OF THE USER

### § 3

1. In order to use the CINKCIARZ.PL Website Services, the following actions are required: registration at the CINKCIARZ.PL Website, reading the Regulations and submitting a statement of will on accepting the provisions of the Regulations by means of selecting the option "I have read the Regulations", and granting consent for processing personal data.
2. Registration also covers the User filling out the registration form available at the CINKCIARZ.PL Website by means of the following:
  - choosing the account type: private account, business account, business account - currency exchange office,
  - specifying name and surname,
  - indicating the E-mail Address of the User,
  - determining the Username (login) and password of the User (the password must consists of 8 to 15 characters, at least one number, one small letter and one capital letter),
  - citizenship,
  - choosing the country of residence,
  - specifying contact telephone number,
  - providing the source of information about the website,
  - checking the "I have read the Regulations" box.
3. It is prohibited to select a Username (login) of an offensive nature which violates the good customs and principles of social interactions, or one that is a trademark subject to legal protection, especially a Username in the form of a website address or a name, screen name or surname of a public person.
4. The registration process is completed upon receiving a message generated automatically by the

CINKCIARZ.PL Website sent to the E-mail Address of the User, and activation of the Account by clicking the link contained in the above message.

#### § 4

1. CINKCIARZ.PL applies financial safety measures towards the Users, which consist especially in:
  - 1) identification and verification of the User's identity based on documents or generally available information,
  - 2) undertaking activities with due diligence in order to identify the Actual Beneficiary,
2. Prior to ordering the first Transaction, the User shall specify the following data, reflecting the as-is state:
  - a) in case of natural persons:
    - address of residence: specifying the province, city/town, street with street number/unit number, postal code,
    - selecting the status: resident / non-resident,
    - numbers of accounts at a financial institution, including a Settlement Account,
  - b) in case of natural persons conducting business activity:
    - the valid data from an extract from the business activity register or the court register or another document specifying the name (company) and the organisational form of the conducted activity,
    - data of the Actual Beneficiary,
    - address of the seat,
    - numbers of accounts at a financial institution, including a Settlement Account,
  - c) in case of artificial persons or organisational units without an artificial person:
    - the valid data from an extract from the court register or another document specifying the name (company) and the organisational form of the conducted activity and the actual beneficiary,
    - data of the Actual Beneficiary,
    - data of the representative,
    - additional data.
3. A User being a Polish citizen, in cases of ordering a transaction in which a foreign bank account is involved, shall submit a scan of his/her ID card or passport prior to ordering such a transaction.
4. A User not being a Polish citizen, prior to concluding an agreement with CINKCIARZ.PL, shall submit a scan of his/her ID card, passport or an identity card which is specified in the legal regulations of the country of origin of this foreign resident.

5. Politically Exposed Persons, regardless of the obligations resulting from the process of identification and verification, shall submit an electronic declaration on being a politically exposed person under the pain of criminal responsibility for providing untrue data with relation to the as-is state.
6. When ordering a Transaction whose value exceeds EUR 15,000 the User shall provide additional data, including:
  - in cases of a User being a natural person and their representatives: determining and entering the properties of a document confirming the identity of a given person (the type of the identity document (ID card or passport, temporary ID card or permanent residence card or temporary residence card or an EU statement for Users residing in Poland; a passport of Users residing outside of Poland), the series and number of an identity card), name, surname, citizenship, address of the person completing the transaction, PESEL No. (for Polish citizens) or date of birth (for Users who are not holders of a PESEL No.) or the number of a document confirming the identity of a foreign citizen or the country code in case of submitting a passport,
  - in case of the User being a natural person conducting a business activity: company details, address, NIP (VAT No.), REGON (registration No.) or type of identity document (ID card or passport or temporary ID card or permanent residence card or temporary residence card or an EU statement for Users residing in Poland; a passport of Users residing outside of Poland), name, surname, PESEL No. or date of birth in case of persons who are not holders of a PESEL No. of the company representative,
  - in case of the User being an artificial person and an organisational unit without an artificial person: data from an applicable register: name (company), address, organisational form, seat, REGON (registration No.), data of people authorised to representation at the moment of completing registration, including their: name or names, surname, PESEL No. (for Polish citizens) or date of birth (for representatives who are not holders of a PESEL No.) and in case of Users with the seat in Poland also the number under which a record was made in the register of businesses of the National Court Register, and NIP (tax identification number).

## **VERIFICATION**

### **§ 5**

1. CINKCIARZ.PL verifies User data by means of confirming identification data specified in § 4. This verification is completed prior to concluding an agreement with the User. Verification is completed by determining that the first transaction was completed via the User's account held at an entity providing financial services. If the case specified in item 2 below has occurred, CINKCIARZ.PL shall also verify data resulting from the obtained documents. Positive verification is completed as a result of confirming that the above data is true.



2. In justified cases, CINKCIARZ.PL shall reserve its right to impose an obligation on the User to submit copies of documents confirming the User's identity, in particular a scan of the User's ID card or passport, and in case of the User being a foreign citizen, a scan of an identity card which is specified in the legal regulations of the country of origin of this foreign resident as well as other documents confirming the remaining identification data specified by the User in his/her Profile.
3. In cases where CINKCIARZ.PL cannot complete identification and verification of the User as a result of the User's refusal to specify data or to submit the required documents, CINKCIARZ.PL will not complete the Transaction.
4. CINKCIARZ.PL reserves its right to request additional information concerning the Actual Beneficiary as required by the provisions on the act on prevention of money laundering practices and financing of terrorism.

## **USER RIGHTS**

### **§ 6**

1. Via the CINKCIARZ.PL Website, the user has the possibility to use the Services.
2. Using most of the Services and functions of the CINKCIARZ.PL Website is free. Fees shall apply pursuant to the rules specified in the Regulations and they are connected with using the following tools and auxiliary services: HalCash, payment order, purchasing text packages in order to use the "Currency Alerts" and the "Currency Exchange Rates" services and notifications on changes in the status of Services, as well as purchasing Currency Cards. Furthermore, CINKCIARZ.PL shall collect a fee for completing transfers to a Settlement Account held at financial institutions outside of Poland and in case of Transfers to the Settlement Account held at financial institutions with a seat in Poland, a fee may apply depending on the agreement binding the User with his/her bank(s) (according to the price plan), or the approach of particular banks to the internal transfers (completed within one bank or one group to which particular banks belong). The amount of fees collected for Transfers to the Settlement Account held at financial institutions are specified [here](#). This fee shall be applied to the Transaction Amount and is paid by the User together with the Transaction Amount. In case a User applies to CINKCIARZ.PL for supplying additional information, i.e. information not covered by the scope of the Services, including IBRE information, statements, correspondence or other similar additional documents or information which require being obtained from third parties, CINKCIARZ.PL may, at its own discretion, undertake to provide such additional documents or information, and in such cases CINKCIARZ.PL shall be entitled to apply fees or additional operating costs onto the User which may arise as a result of providing such services, whereas the User, upon applying to CINKCIARZ.PL for providing the above information, shall be notified about the amount of any fees and costs prior to CINKCIARZ.PL starting to provide such a service, in order to obtain the User's consent to cover the above fees and costs.

## **USER OBLIGATIONS**

### **§ 7**

1. The User shall notify CINKCIARZ.PL immediately upon each change of the User's identification data.
2. CINKCIARZ.PL shall be entitled to refuse the provision of Services towards any User who does not fulfill the obligation specified above. While refusing to provide Services, CINKCIARZ.PL shall transfer the financial means deposited by the User to the User's wallet immediately, i.e. no later than within 2 (two) Business Days.
3. The obligation of the User is to ensure correctness of the specified data.
4. The user accepts that CINKCIARZ.PL shall not be liable for errors made by the User especially in case of errors made in the bank account numbers defined by the User.
5. The User shall be obliged to protect the Login and Password against unauthorised access of third parties under pain of being fully liable for damage resulting thereof on general principles ensuing from the legal regulations. In case of an unauthorised third party acquiring data enabling them to log into the CINKCIARZ.PL Website, including the Login and Password, or at least in case of suspecting that such a situation may have occurred, the User shall immediately change the Password and notify CINKCIARZ.PL about the same. The User acknowledges that CINKCIARZ.PL shall in no case request a Password to be provided in any other way than via an Account at the CINKCIARZ.PL Website.

## **CURRENCY PURCHASE, SALES AND EXCHANGE TRANSACTIONS**

### **§ 8**

1. The Services provided by CINKCIARZ.PL via the CINKCIARZ.PL Website are only available for registered Users who specified correct personal data and appropriate account numbers held at financial institutions, using which the Users wish to complete Transactions (on condition that this applies to the Service selected by the User).
2. CINKCIARZ.PL provides services of purchase, sales and exchange only for those currencies which are specified in the electronic currency exchange rate table available at the CINKCIARZ.PL Website.
3. The User orders the Transaction while CINKCIARZ.PL accepts the order via the CINKCIARZ.PL Website.
4. CINKCIARZ.PL accepts Transactions and executes them only within the Business Hours of the Website.
5. CINKCIARZ.PL provides 3 (three) models of currency exchange to the Users: transactions from a bank account or from a currency wallet, and social transactions.
6. When ordering a Transaction, the User shall determine in the applicable form available on his/her Account, the conditions of completing the Transaction, i.e.:

- The currency pair consisting of the Base Currency and Non-Base Currency,
  - Transaction Amount,
  - Transaction type (a purchase, sales or exchange transaction),
  - Transaction Recipient - in case the financial means in the Non-Base Currency are to be transferred to an account of another entity than the User,
  - The Settlement Account appropriate for completing the Transaction, i.e. an account in the Non-Base Currency appropriate for settling the Transaction by CINKCIARZ.PL as well as personal data, i.e. name, surname (or company name), address (or seat) pursuant to the registration data specified at the financial institution holding the Settlement Account as the data of this account's holder and then confirm the data by means of selecting the "Execute" option.
7. At the moment of selecting "Execute" the User makes a statement of will pursuant to the Civil Code while accepting the offer for concluding an agreement obliging to purchase, sell or exchange the Non-Base Currency in the amount indicated by the User on conditions proposed by CINKCIARZ.PL.
  8. Upon selecting "Execute" CINKCIARZ.PL will automatically generate the transfer details while simultaneously sending a Transaction completion confirmation to the User's E-mail Address indicating in the message the Transaction conditions, the applied Transaction Exchange Rate and the transfer details.
  9. From the moment of clicking "Execute" the transaction's status will be visible as "pending".
  10. In order to execute the Transaction by CINKCIARZ.PL, the User shall deposit the Transaction Amount to the bank account of CINKCIARZ.PL indicated in the Transaction completion confirmation. The deposit shall be made within 24h (twenty four hours) from the moment of ordering the Transaction whereas the deposit of the Transaction Amount shall be considered to be completed at the moment of the financial means being credited to the bank account of CINKCIARZ.PL in the appropriate amount.
  11. An unconditional requirement for the electronic accounting system of CINKCIARZ.PL to record the fact of crediting the bank account of CINKCIARZ.PL with the Transaction Amount is the User's completion of a Transfer of the Transaction Amount to the appropriate bank account of CINKCIARZ.PL with the title identical to the Transfer Title of the Transaction. Any change in the Transfer Title of the Transaction made by the User shall delay the execution of the Transaction. In such a case, the Transaction shall be handed over for manual service and its duration may be extended to 24h (twenty four hours) of the Website Business Hours starting from the moment of the electronic accounting system of CINKCIARZ.PL recording the fact of crediting the bank account of CINKCIARZ.PL with the Transaction Amount.
  12. Accepting a Transaction for execution by CINKCIARZ.PL shall take place at the moment of the electronic account system of CINKCIARZ.PL recording the fact of crediting the bank account of CINKCIARZ.PL with the Transaction Amount.
  13. Transaction execution by CINKCIARZ.PL (CINKCIARZ.PL ordering execution of a Transfer by a financial institution to the Settlement Account) shall take place within 8h (eight hours) of

the CINKCIARZ.PL Website Business Hours, starting from the moment of accepting Transaction for Execution by CINKCIARZ.PL. Prior to ordering a transaction, it is recommended to become familiar with the Time of transaction execution at particular banks and for particular currencies. This information can be found in the file available on the 'Our services' page under 'Money transfer services': 'How much time does it take?'

14. In cases where the bank account of CINKCIARZ.PL is credited with the Transaction Amount after the Business Hours of the Website, the Transaction will be accepted for execution as follows:
  - on the same day if the bank account of CINKCIARZ.PL was credited with the Transaction Amount before 9:00 am on a Business Day,
  - on the following Business Day if the bank account of CINKCIARZ.PL was credited with the Transaction Amount after 4:30 pm on a Business Day.
15. In specifically justified cases, the User can apply for changing the date of Transaction execution to a later date. CINKCIARZ.PL shall specify the conditions on the basis of which the application of the User may be accepted, in particular the amount which the User shall deposit to the CINKCIARZ.PL bank account for the purpose of securing the Transaction at a later date, as well as the amount of the additional fee due to CINKCIARZ.PL for changing the Transaction execution date (whose amount will take into account the change in the currency exchange rate of the Transaction resulting from changing the date of its execution). In cases where, despite arranging the conditions of changing the date of execution of the Transaction, the User does not undertake execution of the Transaction pursuant to the arrangements, CINKCIARZ.PL shall have the right to retain from the amount deposited by the User as a security of the Transaction, an amount equal to the amount of the loss incurred by CINKCIARZ.PL calculated on the basis of the general principles of the Civil Code including the amount constituting a currency difference between the currency exchange rate applicable at the moment of ordering the Transaction by the User and the currency exchange rate applicable at the time of CINKCIARZ.PL executing a reversed transaction.
16. The User acknowledges that due to the applicable limits applicable at CINKCIARZ.PL in relation to the amounts of transactions determined by appropriate financial institutions, in order to execute a given Transaction or make a refund of means, CINKCIARZ.PL may execute the Transaction by means of more than just one Transfer. The above does not affect the obligation of CINKCIARZ.PL specified in § 8 paragraph 10 hereof.

## § 9

1. In cases where the User makes a Transfer to the bank account of CINKCIARZ.PL of a lower amount than the Transaction Amount specified in the Transaction conditions, then CINKCIARZ.PL shall request the User to supplement this amount.
2. A request to supplement the Transaction Amount shall be sent to the User's E-mail Address.
3. The User shall deposit the missing Transaction Amount within 2 (two) Business Days from the

day of the User receiving the request.

4. Upon ineffective lapse of the period indicated in the request, CINKCIARZ.PL may execute the transaction to the amount of the means deposited by the User, whereas in case of the missing Transaction Amount specified in the request, CINKCIARZ.PL shall apply a procedure of withdrawing from executing the Transaction due to reasons attributable to the User.

### **§ 10**

1. In cases where the User makes a transfer to the bank account of CINKCIARZ.PL of a higher amount than the Transaction Amount specified in the Transaction conditions, then CINKCIARZ.PL shall execute the transaction on conditions specified by the User pursuant to § 8 paragraphs 6 and 7, while the surplus amount shall be added by CINKCIARZ.PL to the currency Wallet of the User.
2. Upon CINKCIARZ.PL obtaining information about the User making a deposit of the amount specified above, CINKCIARZ.PL shall immediately send a notification to the User's E-mail Address where CINKCIARZ.PL informs the User about the surplus amount and the solution applied in such a case.

## **CURRENCY WALLET**

### **§ 11**

1. CINKCIARZ.PL offers to its Users the possibility of purchasing, selling or exchanging currencies using the currency wallet.
2. The User wishing to purchase, sell or exchange currencies using the currency wallet shall first charge the currency wallet by depositing financial means in the Base Currency for the planned Transaction to the appropriate bank account of CINKCIARZ.PL (generated by the system and available in the Account of the User)
3. Immediately upon the bank account of CINKCIARZ.PL being credited with the financial means deposited by the User, the deposit amount shall be visible in the Account of the User, simultaneously providing the User with the right to freely use the collected means.
4. With the currency wallet, the User can collect financial means for the following purposes:
  - a) purchase, sale or exchange of currencies which are completed with the currency wallet,
  - b) purchase, sale or exchange of currencies using the means collected in the currency wallet.
5. The financial means collected in the currency wallet shall not be subject to interest rates.
6. The User can order withdrawal from CINKCIARZ.PL at any time of the entire or partial financial means collected in the currency wallet by indicating the appropriate Settlement Account. Withdrawal of financial means from the currency wallet of the User without ordering a Transaction is possible only in the Base Currency to the bank account at the financial institution from which the deposit was made. The minimum amount subject to withdrawal

cannot be lower than 10 (ten) units of the currency subject to withdrawal; however in the case of HUF and JPY the minimum amount equals 1,000 units of the currency, whereas in case of PLN it equals PLN 1.00.

7. The accounting balance and the balance available for each technical account of the User are visible in the Account of the User.
8. In order to execute a Transaction, the User orders Transaction execution on the "exchange currency", "buy currency" or "sell currency" page available in the Account within the limits of the balance available in a particular technical account of the User. At the moment of the User confirming the order of Transaction by clicking "Execute" the Transaction shall be given the status of "Executed" while the balance of technical accounts of the User in the Base Currencies and Non-Base Currencies shall be changed accordingly to the Transaction Amount value and the Exchange Rate at the moment of confirming the Transaction order.
9. CINKCIARZ.PL shall order a Transfer of financial means with regard to which the User ordered a withdrawal from the technical accounts of the User to the Settlement Account indicated by the User no later than within 8 (eight) hours of the Business Hours of the CINKCIARZ.PL Website from the moment of the User ordering withdrawal of these financial means collected in the technical accounts of the User.

## **TRANSACTION CONFIRMATIONS**

### **§ 12**

1. CINKCIARZ.PL confirms provision of Services in the form of an invoice and ensures their issuing in a mode compliant with the law.
2. CINKCIARZ.PL shall issue electronic invoices for the Services provided by it pursuant to the Goods and Services Tax Act.
3. A precondition for obtaining electronic invoices is acceptance of the Regulations.
4. Invoices issued in electronic format are available in the Account of the User as a PDF (Portable Document Format) file for download. The issued invoices can be viewed using freeware, i.e. Adobe Acrobat Reader, which the User can download and install on his/her own.
5. CINKCIARZ.PL ensures authenticity of origin and integrity of the content of VAT invoices issued and sent electronically.
6. The User has the possibility of obtaining invoices as hard copies upon submitting a prior statement of will within this scope and upon arranging the conditions of delivering invoices.

## **TOOLS SUPPORTING CURRENCY EXCHANGE**

### **STANDING ORDERS**

### **§ 13**

1. Via the CINKCIARZ.PL Website, the User can conclude a standing order agreement with CINKCIARZ.PL which consists in CINKCIARZ.PL purchasing or selling currency to the

- benefit of the User at a time specified by the User, pursuant to an Exchange Rate determined individually.
2. In order to do that, add a Standing order and fill out the standing order agreement form.
  3. Within the scope of the agreement specified in item 1 above, CINKCIARZ.PL shall complete continuous purchase or sales transactions of the Non-Base Currency specified by the User, to the benefit of the User, while the latter shall pay the Transaction Amount pursuant to the Transaction conditions specified in the agreement.
  4. The User shall indicate a Settlement Account in the Non-Base Currency to which CINKCIARZ.PL shall complete a Transfer in the Non-Base Currency appropriate for the Transaction.
  5. Within the term of the agreement, CINKCIARZ.PL shall complete the Transfer in the Non-Base Currency to the Settlement Account of the User within a period specified in the agreement as the Day of delivering the currency.
  6. Prior to determining the Day of delivering the currency, the User shall find out at an applicable financial institution the time of completing a foreign-currency transfer from CINKCIARZ.PL to the User.
  7. CINKCIARZ.PL shall purchase or sell the Non-Base currency 5 (five) Business Days prior to the Day of delivering the currency. Upon completing a purchase or sale of the Non-Base Currency to the benefit of the User accordingly, CINKCIARZ.PL shall immediately inform the User via the E-mail Address indicated by the User and by publishing the same in the transaction system of CINKCIARZ.PL about the Currency Exchange Rate, and shall specify the Transaction Amount.
  8. In cases of activating a standing order in which the User indicates a Day of delivering the currency which in the first validity period would make it impossible for the Parties to fulfil their obligations resulting from the agreement, i.e. observing the agreement dates, the standing order will be accepted for execution starting from the following month.
  9. The User shall deposit the Transaction Amount 2 Business Days before the Day of delivering the currency, whereas the day of crediting the bank account of CINKCIARZ.PL shall be considered as the day of the deposit.
  10. In order to pay the Transaction amount, the User can also activate the payment order service, as specified in §15 below.
  11. A standing order agreement is concluded for a definite period. The agreement can be concluded for a period of 6 (six), 12 (twelve) or 24 (twenty-four) months. The user defines the period for which the agreement is to be concluded.
  12. The principles of providing agency services of purchase or sales of currencies via electronic means, specified in § 8 - § 10 hereof shall be applied accordingly to the standing order service with the reservation of differences specified in this paragraph.

#### **STANDING ORDER WITH DISCOUNT**

## § 14

1. The User may conclude a standing order agreement with CINKCIARZ.PL within the package entitled "Promotion with a discount" which imposes an obligation on CINKCIARZ.PL to purchase or sell foreign legal tenders in the form of a foreign currency on the basis of a currency exchange rate arranged individually in a mode compliant with the Transaction conditions specified in the agreement.
2. Within the agreement on a standing order with a discount, apart from benefits of an individually arranged exchange rate, the User acquires the right to obtain a discount of 9% (nine percent) calculated from the amount of the completed prepayment.
3. The prepayment specified in paragraph 2 constitutes an amount declared by the User which is not lower than 9% (nine percent) and not higher than 15% (fifteen percent) of the Transaction value of the entire order in the initial currency (PLN) throughout the entire agreement term cycle.
4. The User shall make the prepayment within 5 days of concluding this agreement. Failure to observe this term shall make it impossible to use the discount specified in paragraph 2.
5. The discount shall be granted as follows: in case of continuing the agreement by the User throughout its entire term, the User shall acquire the right to a discount in the value of 9% (nine percent) calculated from the amount of the completed prepayment. The granted discount shall be settled in the last cycle of the agreement term by recording the discount on account of the initial currency of the Transaction completed in the last cycle of the agreement term, whereas the discount shall be recorded before the prepayment.
6. The prepayment shall be settled in the last cycle of the agreement term by recording the completed prepayment on account of the initial currency of the Transaction completed in the last cycle of the agreement term.
7. The Agreement is concluded for a definite period of time of 12 months.

## **DIRECT DEBIT**

### § 15

1. Using the CINKCIARZ.PL Site, the User can activate the direct debit service - in order to pay the Transaction Amount for a Standing Order specified in § 13 or § 14 - in the bank account of any bank (or a cooperative bank) which concluded the Inter-bank Settlement Arrangement on 1 June 1998 on using direct debit. Direct Debit is a service consisting in debiting the User's payment account with the Transaction Amount as result of a transaction initiated by CINKCIARZ.PL pursuant to the approval granted by the User to CINKCIARZ.PL in the scope of provision of the direct debit service.
2. The Direct Debit service is possible only in relation to the currency purchase transaction ordered pursuant to Direct Debit. (the bank account debit order is applicable only to PLN accounts).



3. In order to activate the service, the User should fill out the form available in the option "Add Direct Debit", in which the User specifies the account to be debited. After confirming the form using the "Add" button, the direct debit activation link will be generated and sent to the User's E-mail Address. The direct debit activation must be confirmed on the CINKCIARZ.PL site by clicking the aforementioned link. After activation, the "Approval for account debit" will be generated in two copies. The link sent by CINKCIARZ.PL is active for 24 hours from the time it is sent. After this time, a new document must be generated in order to activate the service.
4. The User is obligated to download, print, sign and send the signed form of approval for debiting the bank account specified by the User to the address of CINKCIARZ.PL's registered office, i.e.: CINKCIARZ.PL Sp. z o.o., ul. Sienkiewicza 9, 65-001 Zielona Gora.
5. CINKCIARZ.PL is obligated to provide the User's bank with the approval for debiting the User's bank account.
6. If a User wants to use the direct debit, he or she should assign the direct debit to the proper standing order by selecting the "Standing Order" option in the "Services" tab, in accordance with the instructions available.
7. The User is obligated to provide sufficient resources in the bank account specified for the direct debit (i.e. in an amount allowing coverage of the Direct Debit's Transaction Amount, including fees specified below) within 10 working days prior to the Transaction Date, since the operation of debiting the given account will be processed after that time. In cases of lack of sufficient resources, the bank account debiting operation shall be repeated 2 (two) working days later. In cases of lack of resources in the required amount, the direct debit shall not be processed.
8. CINKCIARZ.PL is obligated to provide the User via e-mail to the User's E-mail Address with notifications on the key stages of the Direct Debit service processing.
9. The User can cancel the non-processed direct debit no later than at the end of the 11th working day preceding the Transaction Date.
10. The direct debit service is subject to a one-time fee of PLN 5, collected from the User's bank account, to which the Direct Debit service is assigned. This amount is collected along with the Transaction Amount within the period of time specified in paragraph 7. The fee shall be added by CINKCIARZ.PL to the invoice for the first transaction payment.
11. If it not possible to process the direct debit in the situation specified in paragraph 7, the User is obligated to pay the fee for the activation of the service to the bank account of CINKCIARZ.PL, specified in the notification sent to the User's E-mail Address, within 10 working days from the date of receipt of this notification.
12. The fee for each attempt to collect the receivable from the User's bank account, which is specified in paragraph 10 of this article, amounts to PLN 2 and is collected from the User's bank account along with the Transaction Amount within the period of time specified in

paragraph 7. In case the direct debit is not processed in the conditions specified in paragraph 7, the User is obligated to pay the aforementioned fee to the bank account of CINKCIARZ.PL, within 10 working days from the date of delivery to the User of the notification on the lack of processing of the direct debit in the conditions specified in paragraph 7, last sentence above. Further information on the direct debit is also available in the regulations of the User's bank.

## **CURRENCY CARDS**

### **§ 16**

1. CINKCIARZ.PL offers pre-paid bearer currency cards via the CINKCIARZ.PL Site, issued by mBANK S.A. with registered office in Warsaw, with the ability to add resources in the currencies of EUR, GBP, PLN, USD (Currency Cards).
2. The Currency Card is an electronic money instrument within the meaning of the Act on payment services and is intended for the processing of non-cash payments in sales and service centres as well as to order cash repayments from cashpoints within the scope of transactions processed domestically and abroad.
3. After purchasing a Currency Card and registering it on the CINKCIARZ.PL Site, the User can add resources to the Currency Card multiple times via the CINKCIARZ.PL Site by making cash payments in PLN to the bank account of CINKCIARZ.PL specified in the Account. After the electronic accounting system of CINKCIARZ.PL records the acknowledgement of payment by the Currency Card holder to the bank account of CINKCIARZ.PL, CINKCIARZ.PL will pay the Transaction Amount to the number of the technical account assigned to the Currency Card within 8 (eight) hours of working time of the CINKCIARZ.PL Site.
4. The principles of using the Currency Card are specified in the card issuer's regulations. All questions and concerns related to the use of Currency Cards - aside from activities of CINKCIARZ.PL, specified in paragraph 3, last sentence above - need to be addressed to the issuing bank.
5. CINKCIARZ.PL provides the currency card issuer with the User's personal details in order to obtain the approval to sell currency cards to the User, in an amount higher than the limit specified by the card issuer.
6. The User accepts that in a situation when CINKCIARZ.PL makes a repeated attempt to deliver the currency cards that were not previously accepted by the User for reasons applicable to him/her, the User shall be charged with the costs of return as well as the costs of repeated shipment.

## **NOTIFICATIONS ON CURRENCY RATES AND CURRENCY ALERTS**

### **§ 17**

1. The User can enable the "Notifications on currency rates" service consisting in providing the User with information on the rates of selected currencies via text messages.

2. Each Notification on currency rates includes information on the rates of a maximum of 6 (six) different currencies. By selecting more than 6 (six) different currencies, the User will receive a proportionally higher number of text messages.
3. The Notifications on currency rates are provided to the User once a day, at a time specified by the User.
4. The currency rates specified in the Notification of currency rates are current at the time the Notification is sent.
5. The provision of the Notification on currency rates services is possible provided that the text message account status is positive.

### § 18

1. The User can be provided by CINKCIARZ.PL with Currency alerts, i.e. text message notifications in a situation where the given currency (Non-base Currency) reaches the currency rate specified by the User.
2. In order to activate the service, the User adds the Currency alert by defining his or her conditions in the add Currency alert form.
3. When the Non-base Currency specified by the User reaches the specified currency rate, the User shall receive the Currency alert immediately, although no later than within 3 (three) minutes from the time the specified currency rate becomes applicable on the CINKCIARZ.PL site.
4. The Currency alert service allows the User to commission automatic transactions, which means that in a situation when all conditions specified in the Currency alert are met and if the User has a proper account in a financial institution for the selected currency, CINKCIARZ.PL automatically commissions the processing of a transaction pursuant to the conditions specified by the User in the Type of transaction for the Currency alert form.
5. After the User selects the option to remove the "Currency alert" service specified in paragraph 3 above, it will be active in the CINKCIARZ.PL electronic system for a maximum of 5 (five) minutes, which means that if the automatic commissioning of transaction processing is activated when the currency reaches the specified currency rate, CINKCIARZ.PL can accept such a transaction for processing within the deadline of 5 (five) minutes from the moment of resignation from the "Currency alert" service by the User.
6. In order to process the "Notifications on currency rates" and "Currency alert" services, the user must ensure the positive state of text messages on his or her Account.
7. Each new User receives a package of 10 free text messages after registering on the CINKCIARZ.PL Site. After using this package, in order to continue using the text message notifications, the User can purchase an additional package of 50, 100 or 200 text messages, which are available in the User's Account in the Services tab.
8. The User accepts that if he or she does not change the default settings of his or her Account,

the first 10 (ten) aforementioned text messages will be automatically used in the scope of the Service specified in paragraph 6 above.

9. The User is able to receive information on the status of the commissioned Services on his/her mobile phone. One text message includes information about a single Service commissioned by the User.

### **WITHDRAWAL FROM A CASHPOINT (HalCash transfer)**

#### **§ 19**

1. Thanks to the HalCash service, CINKCIARZ.PL allows the User to withdraw cash via EURONET, BZWBK and SKOK24 cashpoints without a card, only using his or her mobile phone.
2. The list of cashpoints is available here.
3. The HalCash system allows cash transfer with a value from PLN 50 to PLN 2,000, although the values must be a multiplier of PLN 50.
4. In order to use the service, it is necessary to define a HalCash Recipient by filling out the add recipient form and highlight the "Wire transfer to phone" option and then commission the "Cashpoint withdrawal" service. The commission is submitted after clicking the "Commission withdrawal" button.
5. After the User submits the commission to withdraw the resources from the currency wallet via the cashpoint in the HalCash system, to the telephone number of the HalCash Recipient specified by the User, a text message including a reference code and a PIN code will be sent, provided that the User selected the YES option to send a Send text message with the PIN no. to the recipient's telephone when commissioning this service. If the user selects the NO option, the User is obligated to send the PIN no. to the HalCash Recipient himself or herself. The User accepts that the reference code is sent only during the working hours of the CINKCIARZ.PL Site.
6. After the HalCash Recipient receives the reference code and the PIN code, it is possible to withdraw the amount embraced by the commission in one of the cashpoints specified in paragraph 1. For this purpose, after selecting the "Cash withdrawal without a card" function and the HalCash service, it is necessary to provide the following details: HalCash Recipient's mobile phone number, PIN code, reference code and the full amount embraced by the submitted commission, by following the instructions displayed in the cashpoint.
7. The User accepts that the cashpoint shall withdraw the full amount specified in the text message which includes the reference code (it is not possible to withdraw the resources in instalments).
8. In cases where the details are incorrectly entered into the cashpoint five times, the transaction shall be blocked.

9. The reference code for the given transaction becomes invalid: after withdrawing the cash from the cashpoint or within 30 days if no withdrawal was made. Resources which are not withdrawn within the deadline specified above are again allocated to the User's Currency wallet.
10. After the User commissions the withdrawal of resources from the Currency wallet using a cashpoint in the HalCash system, CINKCIARZ.PL collects a fee in the amount of PLN 10 from the User (from the resources in the Currency wallet), which includes:
  - PLN 2 - for accepting the HalCash commission;
  - PLN 8 - for processing of the HalCash service.
11. If the User withdraws from the commissioned service, the amount of PLN 8 is subject to return (i.e. is again allocated to the Currency wallet).
12. The User accepts that the HalCash system introduced the limit of withdrawals for safety purposes. The User can read the withdrawal conditions which are available at <http://www.halcash.pl>.
13. More information regarding the HalCash system is available at: <http://www.halcash.pl/pl/>

#### **OTHER AUXILIARY TOOLS OR SERVICES AUTOMATIC WIRE TRANSFER FILL OUT**

##### **§ 20**

1. CINKCIARZ.PL provides Users for free-of-charge download, installation and use only for purposes and in the scope of use of the CINKCIARZ.PL Site, with an add-on allowing automatic fill out of the fields in the PLN wire transfer forms. The add-ons for the selected browser and further information regarding the tool, including the updated list of banks, and the internet sites which support the add-on are located [here](#). The available add-ons for particular browsers are software comprising the intellectual property of CINKCIARZ.PL.
2. The User accepts that the software for automatic wire transfer fill-out was developed as an auxiliary and optional tool for the User. The use of the software does not release the User from the obligation to apply due diligence in the scope of verifying the correctness of details entered into the wire transfer forms. The User is able and obligated to correct the details which are deemed to him or her as false. Furthermore, the User decides on a case-by-case basis about whether he or she will use the tool when filling out the details of the form and can uninstall and remove the add-on from his or her computer at any time.
3. The CINKCIARZ.PL Site can include active links which allow the User to go directly to other internet sites administered by CINKCIARZ.PL or by other entities. In case of reference links to internet sites of other entities, CINKCIARZ.PL hereby stipulates that it is not liable for the privacy policy of their administrators or the contents of these sites. CINKCIARZ.PL recommends that prior to using the resources offered by other sites, the User should read the document regarding the privacy policy, provided that such a document was made available, the regulations of service provision specified in it, and if no such documents are available, to

contact the administrator of such a site in order to obtain information about the site.

### § 21

1. The User can agree by selecting the relevant option in the Account, "My profile"/"Notification settings" tab, for CINKCIARZ.PL to send trade information within the meaning of Article 10, paragraph 2 of the Act on electronic provision of services to the User's E-mail Address or mobile phone number specified in the User's Account.

## **PARTNERSHIP PROGRAM**

### § 22

1. The User is able to recommend the CINKCIARZ.PL Site to his or her friends.
2. A User who recommends the CINKCIARZ.PL Site is entitled to receive a commission fee estimated based on the total number of transactions processed by the User who registered as result of recommendation of the CINKCIARZ.PL Site, within 30 (thirty) days from the date of registration.
3. The commission fee is estimated on the last working day of the aforementioned period.
4. The current value of commission fees as well as additional information are always available in the User's Account, under the "Partnership program" tab, "Commission fees".
5. If the total value of commissioned fees estimated for the User recommending the CINKCIARZ.PL Site exceeds PLN 100 (one hundred zlotys), it is possible, on the User's request, to transfer the collected cash to the bank account of a financial institution, operated in PLN, specified by the User.

### § 23

1. The User can recommend the CINKCIARZ.PL Website to his or her friends, by placing the CINKCIARZ.PL Website advertisement banner on his or her website.
2. The list of available banners including the method for placing them can be found in the User's Account under "Cinkciarz.pl banners".

## **CUSTOMER REVIEWS OF TRANSACTIONS**

### § 24

1. CINKCIARZ.PL offers the Customers the chance to review the completed Transactions via the Opineo.pl website. This feature is available by clicking the "submit" button in the Transaction History window or directly on the Opineo.pl website <http://www.opineo.pl/opinie/cinkciarz-pl>.
2. Any User who submits a review will receive an e-mail with a promotional code entitling him or her to a price discount.
3. In order to receive a promotional code, the User must provide the correct Transaction number while submitting the review. The code will be sent via e-mail and will be available in the

"Discount codes" window under the Your Profile tab.

4. The User shall receive the promotional code within 10 working days from publishing the review on the Opineo.pl website.
5. All details regarding the promotional code, the possibility of its application for a given currency or currency pair, including the value of discount and promotional code validity will be given in the e-mail mentioned in section 2.

## **NEWSLETTER**

### **§ 25**

1. CINKCIARZ.PL may send current information (newsletter) about new products, the status of Services requested and general information about CINKCIARZ.PL to the User's E-mail Address or mobile phone number indicated in the Account after obtaining prior consent from the User in a manner specified in § 14 section 1 of the present Regulations.
2. "Newsletter" or any other communication from CINKCIARZ.PL will contain: information about the sender, a filled-in "subject" field indicating the content of the communication and information on how to cancel the service or change its parameters (e.g. the E-mail Address of the User).

## **TECHNICAL REQUIREMENTS FOR USING CINKCIARZ.PL WEBSITE**

### **§ 26**

1. In order to be able to access the Services, the User needs a computer with internet access and proper software, including the right browser.
2. CINKCIARZ.PL guarantees the operation of the ICT system it facilitates, enabling Users to use it free of charge when required by the nature of the Service, in particular: to use the service provided via the internet in a manner that prevents unauthorised access to the content of the communication which is part of this service, in particular using cryptographic techniques suitable to the nature of the Service provided, to identify Service websites and to terminate the Service at any time, according to the principles indicated in the Regulations.
3. Technical requirements for the use of Services regarding software include an internet browser supporting encrypted SSL connections, Cookies and the latest version of JavaScript applications.
4. In order to be able to properly use the Mobile Version on Mobile Devices, one needs to have a Mobile Device connected to the internet with an internet browser installed and enable JavaScript and Cookies in the browser.
5. In order to be able to use Mobile Applications properly, one needs to have a Mobile Device which is connected to the internet and meets the following technical requirements regarding a suitable operational system: Android (version [2.3] or higher), IOS (version [5.0] or higher), Windows Phone (version [7.0] or higher), Blackberry or Windows 8 (or higher) and JavaScript and Cookies enabled in the browser. Detailed requirements that need to be met in order to be

able to use Mobile Applications have been specified on the CINKCIARZ.PL Website under the tab [here](#).

6. The above technical requirements are subject to change due to technological changes. In particular, the current software may be replaced with its later or updated versions. Any changes with respect to the above-mentioned requirements are not considered changes to the Regulations, but every modification of this type will be explicitly announced on the CINKCIARZ.PL Website in a way that will enable the User to determine the scope of changes.
7. The User agrees that CINKCIARZ.PL may, in the period in which the User uses the CINKCIARZ.PL Website, install and run the so-called components on every computer used by the User to access content shared on the CINKCIARZ.PL Website, provided that each of these components bears the digital signature of CINKCIARZ.PL.
8. Using the Services offered by the CINKCIARZ.PL Website and its Mobile Version which are provided via e-mail requires the User to have an active and correctly configured e-mail account also for using Mobile Applications.
9. Using the add-on that enables the automatic filling-in of bank transfer data requires the User to have an internet browser (e.g. Internet Explorer version [7.0] or higher, Google Chrome version [11] or higher, Mozilla Firefox version [3.3] or higher, Opera version [10] or higher) and access to the website of one of the banks from the list available [here](#). CINKCIARZ.PL makes every effort to ensure that the list of banks mentioned above is up to date, taking into account the changes introduced to websites by the banks. The User acknowledges the fact that the CINKCIARZ.PL software enabling him or her to use this tool may be updated some time after the changes are introduced by the banks. CINKCIARZ.PL will make every effort to inform the Users about any difficulties in using this tool caused by modifications introduced by the banks.

## **FEEES FOR WITHDRAWAL FROM EXECUTING A TRANSACTION**

### **§ 27**

1. In cases where a User fails to pay the Transaction Amount within the deadlines specified in these Regulations, CINKCIARZ.PL will send to the User's E-mail Address a call for payment and a request to submit the documents confirming the payment of the Transaction Amount, indicating the deadline for submitting such documents.
2. In cases where CINKCIARZ.PL has any doubts concerning the authenticity of the documents confirming the payment of the Transaction Amount submitted by the User or deems their content insufficient, CINKCIARZ.PL may ask the User to submit additional documents containing: personal data of the sender, sender's account number, CINKCIARZ.PL account number to which the payment has been made, as well as the amount and the symbol of the paid currency.

In cases where CINKCIARZ.PL does not receive the required confirmation specified above, CINKCIARZ.PL may refuse to provide Services, among other things withdraw from executing



the Transaction pursuant to the stipulations of this paragraph.

3. After an ineffective expiration of a term specified in the call for payment, CINKCIARZ.PL has a right to withdraw from executing the Transaction due to reasons attributable to the User.
4. Upon withdrawal from executing the Transaction mentioned above, CINKCIARZ.PL informs the User about this fact by sending a notification of Transaction cancellation to his or her E-mail Address.
5. In cases where the User fails to fulfil his or her obligation to conclude a possession agreement with CINKCIARZ.PL for the purchase, sale, or exchange of the currency amount indicated by the User on conditions proposed by CINKCIARZ.PL pursuant to § 8 - § 10, despite being sent a notice to cease and desist in the manner provided for in these Regulations, the User will be obligated to pay CINKCIARZ.PL a fee for the withdrawal from executing the Transaction amounting to a maximum of 10 (ten) % of the value of ordered Transaction(s), within 2 (two) calendar days from the date of receiving the notification of Transaction cancellation. The final amount of the fee for withdrawal from executing the Transaction shall include, above all, direct operational costs borne by CINKCIARZ.PL because of the cancellation of the Transaction due to reasons attributable to the User, while being kept reasonable and taking into account the value of the Transaction. The above does not limit the possibility of seeking compensation exceeding the amount of the penalties applied, under general principles of civil law.
6. CINKCIARZ.PL does not clear Transactions through payment of the FX difference in case of the so-called combined transactions (making a purchase and sale Transaction).

#### **§ 28**

1. Should the details referred to in § 8 point 6 provided by the User be inconsistent with the data recorded in the financial institution indicated by the User as the account holder data, the User shall pay to CINKCIARZ.PL an amount equal to the amount charged by the financial institution to CINKCIARZ.PL on this account.

#### **§ 29**

1. CINKCIARZ.PL may deduct the amounts due to it from the User's funds, which amounts include, in particular, the charges for withdrawal from executing the Transaction by CINKCIARZ.PL through the User's fault, referred to in § 27 and § 28 of these Regulations, in accordance with the provisions of § 498 of the Civil Code.

#### **§ 30**

1. The security for Transaction execution is the amount transferred by the User to the CINKCIARZ.PL bank account, which the User places at the disposal of CINKCIARZ.PL in

connection with ordering the Transaction.

2. The User acknowledges that Transaction clearing does not include charges or commissions, if any, applied by financial institutions in connection with the Transfers effected by CINKCIARZ.PL, necessary for the execution of the Transaction.

### § 31

1. The User acknowledges that Services, due to their nature and character, are performed, in principle, as soon as they are ordered by the User. In view of the above, under these Regulations, the User agrees that the performance of Services may commence before the expiry of the time limits for rescission of relevant agreement(s) pursuant to the Act on protection of certain consumer rights and on liability for damage caused by a hazardous product. In the event of commencement of Service performance before the expiry of the time limits for rescission of relevant agreement(s) pursuant to the Act, CINKCIARZ.PL may claim 100 (one hundred) per cent of the amount due for the Service actually performed, based on the above consent. The above principles do not apply to Services which, due to their nature or pursuant to the relevant provisions of the Regulations, must be performed as soon as they are ordered by the User.

## COMPLAINTS

### § 32

1. The User may file a complaint if Services are performed contrary to the provisions of the Regulations or if they otherwise violate provisions of applicable law.
2. A complaint should be filed as soon as grounds for a complaint arise, but not later than 14 (fourteen) business days after the day of performance of the Service in question.
3. Complaints are filed in the digital form to the following e-mail address: [kontakt@cinkciarz.pl](mailto:kontakt@cinkciarz.pl). The complaint should contain at least the User's Login and a description of the User's objections.
4. If the data or information stated in the complaint are incomplete, the User will be requested to complete such information in the scope indicated before the complaint is considered.
5. A complaint is considered within 14 (fourteen) business days of its receipt to CINKCIARZ.PL e-mail address. The period allowed for considering the complaint commences on the day of receipt to CINKCIARZ.PL of the last items of information supplemented by the User.
6. The User shall be notified of the manner of considering the complaint in an e-mail sent to the User's E-mail Address.

## **RIGHT TO RESCIND THE AGREEMENT**

### **§ 33**

1. Pursuant to the provisions of the Act on protection of certain consumer rights and on liability for damage caused by a hazardous product, the User may not rescind the agreement concluded with CINKCIARZ.PL, understood as the User's order concerning the purchase, sale or exchange of currencies.
2. The User may rescind a HalCash agreement, i.e. he or she has the right to cancel the order to withdraw funds via the HalCash service for convenience, submitting an appropriate written statement within 14 days (fourteen days) of the conclusion of the agreement (placement of a cash withdrawal order in the HalCash system). The User may exercise this right provided that he or she has not performed the cash withdrawal via the HalCash service.
3. The User may rescind a Currency Card purchase agreement for convenience, submitting an appropriate written statement within 14 days (fourteen days) of the conclusion of the agreement. A statement sent before the elapse of the time limit is deemed to have been submitted within that time limit. The User may return the Currency Cards received in the unchanged state. Such Cards should be returned without delay but in any case within fourteen days.
4. The User may rescind a Standing Order or a Standing Order with a discount agreement for convenience, submitting an appropriate written statement within 14 days (fourteen days) of the conclusion of the agreement.
5. The User may cancel the approval for debiting the bank account granted to CINKCIARZ.PL in connection with the Direct Debit service for convenience, submitting an appropriate written statement within 14 days (fourteen days) of the conclusion of the agreement.
6. A statement sent before the elapse of the time limit referred to in points 2–5 is deemed to have been submitted within that time limit.
7. In the event of termination by notice of the agreements referred to in points 4 and 5, any transactions completed before the termination of the agreement remain valid and effective and the notice is in effect for the future.

## **FINAL PROVISIONS**

### **§ 34**

1. CINKCIARZ.PL Website is available for Users 24 h (twenty-four hours) a day, 7 (seven) days a week, subject to temporary periods of unavailability due to necessary downtime in connection with CINKCIARZ.PL Website maintenance. Users may use the Services, in particular, place Transaction orders, while the CINKCIARZ.PL Website is available. The User acknowledges that the time of availability of the CINKCIARZ.PL Website is not equivalent to the Business Hours of the Website.
2. The CINKCIARZ.PL Website content is provided for information only. CINKCIARZ.PL has used its best endeavours to ensure that the information contained therein is reliable.
3. By using the content published in the CINKCIARZ.PL Website and the Mobile Apps or other

software/plugins, Users do not acquire any intangible property rights to the works, databases or other intellectual property elements protected by law, contained in the CINKCIARZ.PL Website and made available only to enable the User to use the CINKCIARZ.PL Website.

4. CINKCIARZ.PL Website name, its content, text features, graphics, software and database are protected by law for the benefit of CINKCIARZ.PL.

### § 35

1. The User may contact CINKCIARZ.PL via e-mail by sending a message to the e-mail address: [kontakt@cinkciarz.pl](mailto:kontakt@cinkciarz.pl).
2. CINKCIARZ.PL may refuse to perform Services for the User (which also includes refraining from effecting a Transaction) if:
  - the User provides false personal details;
  - the User provides incomplete personal details or fails to provide any details the processing of which is required due to the manner of operation of the ICT system enabling the provision of electronic Services or due to the characteristics of the Service or if the right to refuse to perform Services on this account arises from separate provisions in accordance with Article 22 paragraph 1 of the Act on providing services by electronic means,
  - cases are discovered of the User destroying, damaging, removing, altering or preventing access to the data contained in CINKCIARZ.PL or the User causing disruptions or other circumstances preventing automatic processing, collection or transmission of such data;
  - an event of force majeure occurs, i.e. any event caused by external factors which CINKCIARZ.PL could not have foreseen or prevented.
3. CINKCIARZ.PL may close the account of a particular User by permanently blocking the access to Services, including Transactions, if:
  - it is found that the User has made attempts at or succeeded in destroying, damaging, removing, altering or preventing access to any digital data contained in CINKCIARZ.PL;
  - the User provides false personal details;
  - for other important reasons constituting a threat to CINKCIARZ.PL Website security, i.e. engaging in activities classified as money laundering within the meaning of the Act on the prevention of money laundering and terrorism financing or attempts at deceiving the IT system of CINKCIARZ.PL or using hacking techniques;
  - the User breaches the provisions of § 36 point 1, first sentence, § 3 point 2 or § 7 point 5 of these Regulations or if the circumstances arise, referred to in § 27 points 1, 3 and 5 of the Regulations, if the User fails to discontinue or cure the breach despite a request sent to the User's Email Address mentioning the above discipline, within the time limit designated in the request, although not shorter than 5 (five) Business Days of the day on which the User was able to read the request;

- CINKCIARZ.PL collects and processes the personal data provided by Users in compliance with the applicable provisions of the law and in accordance with its privacy policy available [here](#), which the User may obtain and record via the ICT system used by the cinkciarz.pl website. If data other than the aforementioned must be provided in order to ensure that CINKCIARZ.PL fulfils its obligations arising from provisions of the law, CINKCIARZ.PL shall send an e-mail to the User's E-mail Address, requesting him to provide such data.

If the User fails to provide the data within the time limit designated, CINKCIARZ.PL may block the User's Account and exercise other rights provided for in these Regulations.

4. CINKCIARZ.PL blocks the User's Account by temporarily denying User's access to Services, including execution of Transactions via the CINKCIARZ.PL Website at the User's request.
5. The Account may be removed, which involves permanent blocking of access to Services, including execution of Transactions, via the CINKCIARZ.PL Website and destroying User's personal data at his request, only if the User is not using any Services and if provisions of the law do not require that such data be stored.
6. The measures eventually applied by CINKCIARZ.PL in the circumstances referred to in points 2–5 shall be agreed with the User on a case-by-case basis.
7. Should the User become suspected of preparing, altering or forging documents to secure material benefits, CINKCIARZ.PL will be entitled to keep the funds paid by the User into the CINKCIARZ.PL bank account or suspend the payment of funds on account of the Transactions effected until the situation is fully clarified.
8. In the event of the User's death provisions of the Civil Code shall apply.

### § 36

1. It is unacceptable to use the CINKCIARZ.PL Website for purposes other than electronic purchase, sale and exchange of currencies or use of other services offered by CINKCIARZ.PL and specified in the Regulations. In the event of a breach of the above provision, irrespective of other rights under the Regulations or provisions of the law, CINKCIARZ.PL shall be entitled to impose a contractual penalty on the User for each case of breach, amounting to the higher of up to 5 (five) per cent of the value of Transaction or another Service or up to PLN 100.00 (one hundred), and if the Transaction or another Service has not been ordered yet – in the amount of up to PLN 100.00 (one hundred). a contractual penalty may only be applied upon prior ineffective request emailed to the User by CINKCIARZ.PL to the User's E-mail Address or sent in writing, to discontinue the breach and remedy a damage to CINKCIARZ.PL property (if any) within 5 (five) Business Days of receiving the request. The above does not limit the possibility of seeking compensation exceeding the amount of the penalties applied, under general principles of civil law.

### § 37

1. The provisions of these Regulations become effective after 14 days of the day of publishing of



the Regulations on the CINKCIARZ.PL Website.

2. Provision of the previous version of the Regulations shall apply to orders placed by the User before the effective date of these Regulations.
3. The User is required to read the new Regulations before ordering any Transaction.
4. The previous version of the Regulations is available on the CINKCIARZ.PL Website.
5. Matters not regulated by these Regulations shall be governed by provisions of the Civil Code and other applicable mandatory provisions of the law.
6. These Regulations shall enter into force on May 23, 2015.