

## **REGULATIONS OF THE CINKCIARZ.PL WEBSITE**

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

### **GENERAL REGULATIONS**

#### **§ 1**

- 1.** CINKCIARZ.PL provides electronic services pursuant to the Regulations.
- 2.** An agreement on providing electronic services is concluded with CINKCIARZ.PL after completing full User Registration as specified in § 3 upon applying by CINKCIARZ.PL financial security measures, referred to in § 4, in accordance with the anti-money laundering and terrorism financing regulations. The Agreement is concluded for an indefinite period and it can be terminated by any of the Parties on conditions specified in § 29 and § 31.
- 3.** These regulations of the CINKCIARZ.PL Website (hereinafter referred to as "Regulations") specify the rules of using Services provided by CINKCIARZ.PL, and other services available via the CINKCIARZ.PL Website.
- 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 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 time from the CINKCIARZ.PL Website found at the following address: <https://cinkciarz.pl/eng/our-services/regulations>.
- 7.** Each potential User of the CINKCIARZ.PL Website is obligated to become familiar with the Regulations at the moment of registering on the CINKCIARZ.PL Website, and may use the Services only upon the prior submission of a statement of will on accepting the Regulations.
- 8.** When using the CINKCIARZ.PL Website, the User is obligated to undertake activities which are compliant with the applicable law, and the rules of social interactions and good practices, and is obligated to abide the prohibition of providing content whose publication on a website could lead to violating the law or the personal rights of third parties.

## 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. This 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 organized 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 headquarters 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 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. **Conotoxia** – Conotoxia Sp. z o.o. with its headquarters in Zielona Góra [65-001], at ul. Sienkiewicza 9, entered into the register of business of the National Court Register, maintained by the District Court in Zielona Góra, 8th Commercial Department of the National

Court Register with the following number: 0000498818; NIP (tax identification number): 9291858406; REGON: 081192479; with share capital in the amount of PLN 800 000,00 (say: eight hundred thousand zloty), e-mail address office@conotoxia.com, remaining under the supervision and with Polish Financial Supervision Authority license to provide payment services as a national payment institution, entered into the register of payment services providers and electronic money issuers maintained by that authority, with the following number: IP30/2015, providing money remittance services with CINKCIARZ.PL acting as its agent.

- 6. 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.
- 7. Business Day** – each day - Monday through Friday - excluding bank holidays, both in Poland and in the country where a given currency applies.
- 8. Transaction Day** – in understanding of § 13 of these Regulations, the day indicated by the User within the scope of a Standing Order agreement, when CINKCIARZ.PL is obligated to supply the purchased currency.
- 9. GIIF** – General Inspector of Financial Information, as specified in the Act on prevention of money laundering practices and financing of terrorism.
- 10. 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.
- 11. Currency Card** – prepaid bearer currency card with the possibility of its charging in the following currencies: EUR, GBP, USD and PLN.
- 12. 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.
- 13. Exchange Rate** – exchange rate of the monetary units expressed in the Base Currency to the Non-Base Currency at the moment of placing a Transaction order by the User, applicable at the CINKCIARZ.PL Website, based on which the Transaction is performed.
- 14. Transaction Amount** – the amount of monetary units expressed in the Base Currency, which purchase, sales, or exchange constitutes the subject of the Transaction.
- 15. 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 give the User access to the Account; 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.
- 16. HalCash Recipient** - a natural person defined by the User, being the recipient of funds within

the HalCash service.

17. **Transaction confirmation** – an invoice issued by CINKCIARZ.PL, confirming the provision of Services.
18. **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.
19. **Transfer** - a money remittance service consisting in the collection of funds from CINKCIARZ.PL due to the User, as a result of the Transaction, and transferring them to the provider, holding the payee's account in order to credit the payee's account with these funds, provided on the basis of the Transfer Regulations by Conotoxia, with CINKCIARZ.PL, acting as its agent on behalf of and for Conotoxia, as a service additional to the Transactions from the bank account or the currency wallet. A list of available currencies and countries in which the Transfer may be ordered can be found here.
20. **Wire transfer** – a transfer of funds between CINKCIARZ.PL and the User.
21. **Settlement Account** – an account held at a financial institution to the benefit of the User, to which CINKCIARZ.PL shall transfer funds in the Non-Base Currency in order to settle the Transaction.
22. **Transfer Regulations** - separate regulations on the basis of which Conotoxia with CINKCIARZ.PL acting as an agent on behalf of and for Conotoxia, provides the Transfer service for the User, as an additional service to the Transactions from the bank account and the currency wallet.
23. **Mobile Systems** – operating systems for particular Mobile Devices, i.e. Android, iOS, Windows Phone, Blackberry, and Windows 8.
24. **Transaction** – a transaction performed via the CINKCIARZ.PL website consisting in the sale, purchase, and/or exchange of currencies, in accordance with the rules defined in the Regulations.
25. **Transfer Title of Transaction** – an individual and explicit title of the funds 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.
26. **Mobile Devices** – mobile devices of the User, especially mobile phones, smartphones, or tablets.
27. **Services** – services provided to the benefit of the User via the CINKCIARZ.PL Website, covering the following:
  - a) services regarding purchasing, selling, and/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,

**a)** 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 plug-ins/software, such as transfer auto-complete;

**b)** 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;

**c)** Transfer service provided by Conotoxia with CINKCIARZ.PL acting as an agent on behalf of and for Conotoxia, based on the Transfer Regulations.

**d)** 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.

**28. User** - a natural person with full capacity to perform acts in law, an artificial person or an organizational 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 browse on various mobile devices with

access to the internet using their own wireless protocols.

## **REGISTRATION OF THE USER**

### **§ 3**

1. In order to use the CINKCIARZ.PL Website Services, it is required to register at the CINKCIARZ.PL Website, read the Regulations, and submit a statement of will on accepting the provisions of the Regulations by means of selecting the option "I accept 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 accept 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.

## **APPLICATION OF FINANCIAL SECURITY MEASURES**

### **§ 4**

1. CINKCIARZ.PL applies financial safety measures towards the Users, defined in anti-money laundering and terrorism financing regulations.
2. In so far as essential in order for CINKCIARZ.PL to perform its obligations arising from preventing money laundering and terrorism financing regulations, CINKCIARZ.PL is authorized to:

- a. undertake actions in order to identify the User and apply measures of identity verification, the scope of which is determined by the assessment of risk associated with the User, aimed at the obtaining of user identity information by CINKCIARZ.PL. The actions referred to in the preceding sentence can be undertaken by CINKCIARZ.PL also in order to determine the beneficial owner of the User as defined in anti-money laundering and terrorism financing regulations,
  - b. perform ongoing monitoring of the business relationships with the User, and also examine the origin of property assets,
  - c. obtain information regarding the objective and character of the business relationship intended by the User,
  - d. perform other actions required by anti-money laundering and terrorism financing regulations.
  - e. establish that the first Transaction has been performed by the User via the User's bank account held at an institution providing financial services, where the data of Transaction's payer is consistent with the User's data indicated to CINKCIARZ.PL;
3. The User is obligated to promptly provide CINKCIARZ.PL with information or documents essential for CINKCIARZ.PL in order to perform its obligations arising from anti-money laundering and terrorism financing regulations.
4. In order to perform the rights indicated in pt. 2 herein, and other sections of the Regulations, CINKCIARZ.PL may require the User to::
- a) provide a copy of his/her national ID document or a different identification document of the User or persons acting on the User's behalf,
  - b) provide a copy of a decision on assignment of the tax identification number,
  - c) provide documents and/or declarations confirming the User's personal data and address, or personal data and address of persons acting on the User's behalf,
  - d) provide copies of the documents referred to in a to c herein of, the conformity with the originals of which is certified by a notary public, or hand signature of the User, or a person acting on the User's behalf,
  - e) provide or deliver to CINKCIARZ.PL other documents or information essential for CINKCIARZ.PL to undertake measures of financial security, or/and enhanced financial security required by anti-money laundering and terrorism financing regulations.
5. A Transfer in order to execute a Transaction, including currency wallet top-ups, can be performed only by the User. If the verification by CINKCIARZ.PL of the data of the payer of the Transfer in order to execute the Transaction, including currency wallet top-ups, shows such data is not consistent with the User data provided to CINKCIARZ.PL, CINKCIARZ.PL shall not perform the Transaction, and shall return the amount it has received to the bank account from which it was obtained.

6. Should CINKCIARZ.PL not be able to perform its obligations essential in order to apply the measures of financial security referred to in § 4 herein, CINKCIARZ.PL shall not perform the Transaction.

## **USER RIGHTS**

### **§ 5**

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. Additionally, in accordance with the rules defined in the Transfer Regulations, subject to payment is also the service of Transfer. 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**

### **§ 6**

1. The User is obligated to update his/her data provided to CINKCIARZ.PL, in case of its change. Any data provided by the User to CINKCIARZ.PL should be consistent with the truth.
2. CINKCIARZ.PL is 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 funds deposited by the User to the User's wallet immediately, i.e. no later than 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 obligated to protect the Login and Password against unauthorized 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 any unauthorized 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 change. 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**

### **§ 7**

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 the 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 executes Transactions 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, transactions 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),
  - 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. Ordering a Transaction from the bank account, the User has the right to use the Transfer service provided by Conotoxia with CINKCIARZ.PL acting as an agent on behalf of and for Conotoxia, by selecting a payment account of the entity (natural person, legal person, or an organizational unit without legal capacity) other than the User. The use of the Transfer service is subject to the terms of the Transfer Regulations.
  8. Upon selecting "Execute" the User submits a statement of will in understanding of the Civil Code Act, by accepting an offer of concluding the agreement, which obliges the User to buy, sell, or exchange the amount of the Non-Base Currency defined the User on the conditions offered by CINKCIARZ.PL.
  9. 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.
  10. From the moment of clicking "Execute" the transaction's status will be visible as "pending".
  11. In order to execute the Transaction by CINKCIARZ.PL, the User shall deposit the Transaction Amount to the payment account of CINKCIARZ.PL indicated in the Transaction completion confirmation. The deposit needs to 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 funds being credited to the payment account of CINKCIARZ.PL in the appropriate amount.
  12. An unconditional requirement for the electronic accounting system of CINKCIARZ.PL to record the fact of crediting the payment account of CINKCIARZ.PL with the Transaction Amount is the User's completion of a Transfer of the Transaction Amount to the appropriate payment 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.

13. CINKCIARZ.PL will perform the transaction as soon as the CINKCIARZ.PL electronic accounting system acknowledges the Transaction Amount on the CINKCIARZ.PL payment account.
14. 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, Transaction time.
15. In cases where the payment 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 payment 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.
16. In cases when the User uses the CINKCIARZ.PL Transfer service in connection with Transactions from a bank account, CINKCIARZ.PL, performing the Transaction, informs Conotoxia within 8 (eight) hours of the Website's Business Hours as of the moment of acceptance of the Transaction about the possibility to take hold of the funds due to the User as a result of the Transactions execution.
17. 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 payment 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 (which 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.

18. The User acknowledges that due to the 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 § 7 pt. 11 hereof.

#### **§ 8**

1. In cases where the User makes a Transfer to the payment 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 an 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 attributed to the User.

#### **§ 9**

1. In cases where the User makes a transfer to the CINKCIARZ.PL payment account 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 § 7 pt. 6 and 8, 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**

#### **§ 10**

1. CINKCIARZ.PL offers 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 funds in the Base Currency for the planned Transaction to the appropriate payment account of CINKCIARZ.PL (generated by the system and available in the Account of the User).

3. Immediately upon the CINKCIARZ.PL payment account being credited with the funds 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 funds 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 funds collected in the currency wallet shall not be subject to interest rates.
6. The User can order a withdrawal from CINKCIARZ.PL at any time of the entire or partial funds collected in the currency wallet by indicating the appropriate Settlement Account of the User. Withdrawal of funds 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 subjected 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 account 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 the 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 funds 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 8 (eight) hours of the Business Hours of the CINKCIARZ.PL Website from the moment of the User ordering withdrawal of these funds collected in the technical accounts of the User.
10. When ordering execution of the Transaction from the currency wallet, the User has the right to use the Transfer service provided by Conotoxia with CINKCIARZ.PL acting as an agent on behalf of and for Conotoxia, by selecting a payment account of the entity (natural person, legal person, or an organizational unit without legal capacity) other than the User. The use of the Transfer service is subject to the terms of the Transfer Regulations.

11. In cases when the User uses the Transfer service in connection with the Transaction from the currency wallet, the moment the User confirms the ordering of the Transaction by clicking “Execute”, the Transaction’s status is “executed”, the balance of the User’s proper technical account is decreased by the Amount of the Transaction and CINKCIARZ.PL informs Conotoxia within 8 (eight) hours of the Website’s Business Hours as of the moment of confirmation by the User of the Transaction execution about the possibility to take hold of the funds due to the User as a result of the Transactions execution.

## **TRANSACTION CONFIRMATIONS**

### **§ 11**

1. CINKCIARZ.PL confirms the 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 the acceptance of 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 the 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**

### **§ 12**

1. Via the CINKCIARZ.PL Website, the User can conclude a standing order agreement with CINKCIARZ.PL, which consists of 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 this, 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 of the User 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 fulfill 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 (two) Business Days before the Day of delivering the currency, whereas the day of crediting the payment 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 § 7 - § 9 hereof shall be applied accordingly to the standing order service with the reservation of differences specified in this paragraph.

## **DIRECT DEBIT**

### **§ 13**

1. Using the CINKCIARZ.PL Website, the User can activate the direct debit service - in order to pay the Transaction Amount for a Standing Order specified in § 12 - 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 the 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 Standing Order (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 (twenty-four) 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/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 (ten) working days prior to the Transaction Date, since the operation of debiting the given account will be processed after that time. In cases of a 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 (eleventh) working day preceding the Transaction Date.
10. The direct debit service is subject to a one-time fee of 5 (five) PLN, 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 (seven). The fee shall be added by CINKCIARZ.PL to the invoice for the first transaction payment.

11. If it is not possible to process the direct debit in the situation specified in paragraph 7 (seven), the User is obligated to pay the fee for the activation of the service to the payment account of CINKCIARZ.PL, specified in the notification sent to the User's E-mail Address, within 10 (ten) 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 2 (two) PLN, and is collected from the User's bank account along with the Transaction Amount within the period of time specified in paragraph 7 (seven). In the case that the direct debit is not processed in the conditions specified in paragraph 7 (seven), the User is obligated to pay the aforementioned fee to the CINKCIARZ.PL payment account, within 10 (ten) 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 (seven), last sentence above. Further information on the direct debit is also available in the regulations of the User's bank.

## **CURRENCY CARDS**

### **§ 14**

1. CINKCIARZ.PL offers prepaid currency cards via the CINKCIARZ.PL Site, issued by mBANK S.A. with a registered office in Warsaw, with the ability to add resources in the currencies of EUR, GBP, PLN, and 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 centers as well as to order cash withdrawals 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 CINKCIARZ.PL payment account, 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 Website.
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 (three), 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**

### **§ 15**

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.

### **§ 16**

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 Website.
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 (three) 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 Website. 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 (six) 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)**

#### **§ 17**

1. Thanks to the HalCash service, CINKCIARZ.PL allows the User to withdraw cash via EURONET, BZ WBK 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 code to the recipient's telephone when commissioning this service. If the user selects the NO

option, the User is obligated to send the PIN code to the HalCash Recipient himself or herself. The User accepts that the reference code is sent only during the Business Hours of the CINKCIARZ.PL Website.

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 (one). 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 installments).
8. In cases where the details are incorrectly entered into the cashpoint 5 (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 (thirty) 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 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 8 PLN 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**

### **§ 18**

1. The CINKCIARZ.PL Website 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 is 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.

2. CINKCIARZ.PL makes available to the User of the CINKCIARZ.PL Website IT tools, which enable the use of the resources of the CINKCIARZ.PL IT system, in order for the User to store certain data, including bank account numbers and data of the bank account users used in ordering the Transactions, or/and using the Transfer service. The User is obligated to save and store via the IT tool, only data, the saving of which by the User is compliant with provisions of law and does not infringe the personal rights of third parties. If required by provisions of law, the User is obligated to obtain respective consents of these third parties.
3. CINKCIARZ.PL does not verify the content of the data saved by the User via the tool referred to in pt. 4 herein. If the event of CINKCIARZ.PL receiving an official notification, or obtaining a credible information on the illegal character of the data stored by the User, or of the activity related thereto, CINKCIARZ.PL shall immediately disable the access to this data, of which the User of CINKCIARZ.PL Website is informed via e-mail, unless informing the User is would infringe of provisions of law.

## § 19

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

### § 20

1. The User is able to recommend the CINKCIARZ.PL Website to his/her friends.
2. A User who recommends the CINKCIARZ.PL Website 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 Website, 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.

#### § 21

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

#### § 22

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 (ten) 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

#### § 23

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

### § 24

1. In order to be able to access the Services, the User needs a computer with internet access and proper software, including the correct 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 unauthorized 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 the 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 for using Mobile Applications.

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

### **§ 25**

1. In cases in which 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 request 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, as well as, and 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 attributed to the User.
4. Upon the 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 fulfill 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 § 7 - § 9, 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 percent) 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 attributed 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).

## § 26

1. Should the details referred to in § 7 pt. 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.

## § 27

1. CINKCIARZ.PL may deduct the amounts due to it from the User's funds, of which amounts include, in particular, the charges for withdrawal from executing the Transaction by CINKCIARZ.PL through the User's fault, referred to in § 25 and § 26 of these Regulations, in accordance with the provisions of § 498 of the Civil Code.

## § 28

1. The security for Transaction execution is the amount transferred by the User to the CINKCIARZ.PL payment 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.
3. In cases when the User uses the Transfer service, CINKCIARZ.PL credits the amounts deposited by the User, in first place to the fees due to Conotoxia, in the scope in which CINKCIARZ.PL, charges these fees acting as an agent on behalf of and for Conotoxia.

## § 29

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. In the event of the 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 percent) 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

### § 30

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 digital form to the following e-mail address: 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**

### § 31

1. Pursuant to the provisions of the Act on protection of certain consumer rights, 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 (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 (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 14 (fourteen) days.
4. The User may rescind a Standing Order agreement for convenience, submitting an appropriate written statement within 14 (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 (fourteen) days of the conclusion of the agreement.
6. A statement sent before the lapse of the time limit referred to in pt. 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 pt. 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**

### **§ 32**

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. The 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 to the best of its endeavors, 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/plugin, 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.

### **§ 33**

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 of which the processing 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 § 34 pt. 1, first sentence, § 3 pt. 2 or § 6 pt. 5 of these Regulations or if the circumstances arise, referred to in § 25 pt. 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 fulfills 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.
3. 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.
4. The Account may be removed, which involves the permanent blocking of access to Services, including the 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.

5. The measures eventually applied by CINKCIARZ.PL in the circumstances referred to in pt. 2–5 shall be agreed with the User on a case-by-case basis.
6. 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.
7. In the event of the User's death provisions of the Civil Code shall apply.

### § 34

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 on the CINKCIARZ.PL Website in accordance with these 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 greater of the two; up to 5 (five) per cent of the value of Transaction or other 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.

### § 35

1. The provisions of these Regulations become effective after 14 (fourteen) 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 obligated 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. The agreement is concluded with the User on the basis of the Regulations in Polish and only the Polish version of the Regulations is binding, whereas its the other language versions are only of informative character. The language used in relations with the User is Polish.
7. These Regulations shall enter into force on April 05, 2016.