

# **Web Portal Terms and Conditions.**

## § 1

### DEFINITIONS

1. The Administrator	CINKCIARZ.PL Sp. z o.o., with its seat in Zielona Gora, address: located at 17B Wroclawska Street, 65-427 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000364722, VAT ID No: 9291830388, email address: <a href="mailto:kontakt@cinkciarz.pl">kontakt@cinkciarz.pl</a> (hereafter referred to as CKPL), conducting a currency exchange business within the meaning of the Foreign Exchange Law, entered into the register of currency exchange business kept by the National Bank of Poland under number 8808/2010.
2. Corporate Group	Companies related by shareholding to CKPL, where the holding company is CONOTOXIA HOLDING sp. z o.o. with its seat in Zielona Gora.
3. Account	a part of Web Portal made available on an individual basis to the User by the Administrator serving the usage of the Services and aggregating information on the User's activities within the framework of the Web Portal. The Account is available to the User following registration on the Web Portal and the User entering a personal login and password.
4. Business Partner	enterprises that cooperate with the Administrator in order to offer Services within the Web Portal.
5. Web Portal	a website managed by the Administrator within the framework of which the entities of the Capital Group or Business Partners offer Services, and it is maintained by the Administrator at the domains CINKCIARZ.PL and CONOTOXIA.COM.
6. Payable Service Terms and Conditions	terms and conditions, agreement or regulation of the contractual relationship in another form, determining the rules for the provision of Payable Service, separate from these Terms and Conditions, including the terms of use of these services, price and additional fees, due dates and accepted forms of payment, made available in the Web Portal by the Administrator, an entity from the Capital Group or a Business Partner.

7. Content	all information, data, content, elements, materials, algorithms, diagrams, works, designations, logos, names, signs, symbols, descriptions and photographs, irrespective of their character, format or method of recording or representation that originates from the Administrator.
8. Services	content access services and other services provided electronically by the Administrator, as well as Payable Services provided by entities from the Capital Group or by Business Partners on the Web Portal, as stipulated in the Terms and Conditions and relevant Payable Service Terms and Conditions.
9. Payable Services	payable services that are provided in accordance with the Payable Service Terms and Conditions. The list of Payable Services that are currently available on the Web Portal can be found <a href="#">here</a> .
10. AML Act	Act of 1st March 2018 on counteracting money laundering and terrorism financing (Journal of Laws 2021, items 1132, 1163).
11. Act	Act of 18 July, 2002 on Providing Services by Electronic Means, consolidated text: Journal of Laws 2020 item 344 as amended.
12. User	a natural person who has full or limited legal capacity, a legal person or unincorporated entity with statutory legal capacity, who has registered at Web Portal, which has resulted in an Account created for the same, enabling access to all Services provided within the framework of the Web Portal which is in line with the principles as defined in the Terms and Conditions. If the User is not a natural person, it is admitted to be represented by an agent authorized to represent the User in the light of the enforcement of the law.
13. Push notifications	notifications containing marketing information that appear on the screen of the User's electronic communication device (e.g. telephone), after the User has given their consent to receive them, while the User does not have to use the application or the device on which the notification appears in order to trigger the notification.

## § 2

### GENERAL PROVISIONS

1. These Web Portal Terms and Conditions (hereinafter referred to as "Terms and Conditions") define the general principles for providing the Services on the Web Portal and the User's usage of the Web Portal.
2. The Administrator provides the Services by electronic means in accordance with the Terms of Service and the Act. The Payable Services are provided in accordance with the relevant Payable Service Terms and Conditions and in accordance with the Act.
3. The User may contact the Administrator in ways that are specified in the Contact tab on the Web Portal.
4. The User must not deliver any content of an illegal nature to the Web Portal.
5. The Web Portal may contain active links enabling the Users' direct access to other websites administered by the Administrator or by other entities.

## § 3

### REGISTRATION OF THE USER

1. In order to use the Services through the Web Portal, it is necessary to register an Account and accept the Terms of Conditions and the Privacy Policy. It is recommended to read in detail all the accepted documents.
2. The registration includes the User completing the registration form placed on the Web Portal by means of the following:
  - marking the type of account: private account (for consumers only), business account (for entrepreneurs only),
  - establishing the User name (the User's email) and password (password must contain 8 to 15 characters, a minimum of one digit, one lowercase letter and one uppercase letter),
  - identifying the country of residence or domicile of the User,
  - providing the requested personal data.
3. The Terms and Conditions are accepted by marking a statement on the registration form stating that the User accepts the provisions of the Terms and Conditions.
4. The registration process is completed by receiving a message with an activation code generated automatically by the Web Portal and sent to the User's email address, and then activating the Account by entering the activation code in the appropriate field of the Web Portal.
5. Each time a contract for a Payable Services is concluded, the personal data needed for that Payable Services are required.

## § 4

### CONCLUDING CONTRACTS FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. Upon completion of the registration process, and thereby granting the User access to the Account, a contract for provision of services by electronic means concerning the maintenance of the Account is concluded between the Administrator and the User, for an indefinite period of time.
2. The Payable Services offered via the Web Portal are available only for Users having an Account at the Web Portal.
3. Using the functions of the Web Portal is free.
4. A list of the Payable Services, together with the amount of fees is available at the Conotoxia.com Web Portal, i.e. [here](#).
5. The use of a Payable Service requires the User's prior acceptance of the Terms and Conditions of the relevant Payable Service.

## § 5

### OBLIGATION OF THE USER

1. The User is obligated to ensure the accuracy and validity of data entered into the User's Account.
2. The User is obliged to protect the login data to the Account with the utmost care against unauthorised access by third parties and to protect all devices and data which would enable a third party to gain such unauthorised access. In the event that an unauthorized third party comes into possession of login data to the Web Portal, or even suspects such a situation, the User should immediately change the password and notify the Administrator. The User acknowledges that the Administrator shall under no circumstances demand that the password be transferred in any other way than through the Account in the Web Portal.
3. If the User is a consumer (using the individual Account), they are obliged to inform the Administrator immediately of any noticed irregularities in the functioning of the Web Portal. If the User is an entrepreneur (using the Business Account), they are obliged to immediately inform the Administrator about any noticed irregularities in the functioning of the Web Portal.

4. The use of the Web Portal by the User in a manner inconsistent with its purpose or the provisions of the law or the provisions of the Terms and Conditions causes a financial risk for the User (loss of money), in the area of personal rights (loss of control over personal data and their unauthorized use), as well as a risk of legal liability.
5. The Administrator as well as entities from the Capital Group and Business Partners are not liable for damages incurred by the User or a third party resulting from the User's failure to comply with their obligations under the Terms and Conditions and the law, or from other, unlawful actions of the User.

## **§ 6**

### **TOOLS AND ANCILLARY SERVICES**

1. The User may consent to receive marketing information from the Administrator, within the meaning of Article 10(2) of the Act on Providing Services by Electronic Means, to the User's email address, as well as to receive text messages or telephone contact for the purpose of conducting marketing activities using the User's phone number, within the meaning of Article 172(1) of the Telecommunications Act.
2. When using the Administrator's mobile apps, the User may also agree to receive marketing information in the form of Push notifications.
3. The Administrator, after the User gives the prior consent referred to in sections 1 and 2 above, may send information on the services provided and on the Administrator's activities. A message containing marketing information shall specify: sender, subject and information on how to opt out of sending marketing information.
4. The User may at any time deactivate the selected communication channel (opt out) or completely opt out of receiving marketing and commercial information by modifying the settings in the Account settings or by calling the Customer Care Department.

## **§ 7**

### **TECHNICAL REQUIREMENTS OF USING THE WEB PORTAL**

1. In order to use the Services properly, the User should have a device with access to the Internet as well as be equipped with a web browser supporting SSL-encrypted connections, supporting cookies files, the latest available versions of JavaScript applications and an active and correctly configured electronic mail account.
2. Due to technological developments, the aforementioned technical requirements may change. In particular, in place of the existing software, its higher or updated

versions may be introduced. A change in the scope of the aforementioned technical requirements constitutes an amendment to the Terms and Conditions. Any such changes will be clearly communicated on the Web Portal in a way that allows Users to determine the scope of the changes.

## § 8

### VIOLATIONS

1. Any action against these Terms and Conditions and the law is prohibited, in particular:
  - a. activities which may destabilize the operation of the Web Portal or obstruct access thereto,
  - b. posting spam or unsolicited trading information,
  - c. the use of viruses, bots, worms or other computer code, files or programs (in particular automated scripts and applications or other code, files or tools) that may harm any entity,
  - d. supplying or conveying contents which are prohibited by law, e.g. contents promoting violence, infringing personal interests and other third party rights,
  - e. using all contents published within the framework of the Web Portal in a way that differs from sole personal use,
  - f. the use of the Web Portal in a manner inconsistent with the generally applicable legal regulations in force in the Republic of Poland or in order to circumvent them,
  - g. using the Web Portal in a manner inconsistent with the provisions of these Terms and Conditions and general Internet usage rules,
  - h. taking actions to the detriment of the Administrator, other entities within the Capital Group, Business Partners or any third parties, or threatening their rights or interests.
2. The Administrator informs the User by electronic means about the refusal to provide the electronic service concerning the Account, account blockage or termination of the contract and provides the applicable justification in this respect. The contract is terminated with a seven-day notice period.
3. Regardless of the provisions of sections 2 and 3 above, the respective Payable Services Terms and Conditions may define the procedure for refusal to provide a Payable Service, termination of the contract for such a service and also define additional prerequisites for refusal to provide electronic services concerning the Account or for termination of the contract by the Administrator.

## § 9

### **REFUSAL TO PROVIDE THE SERVICE, ACCOUNT BLOCKAGE AND CONTRACT TERMINATION**

1. Refusal to provide the Service consists in the Administrator's non-performance of a specific action in the Web Portal ordered by the User.
2. Account blockage consists in the Administrator's refusal to grant the User access to their Account.
3. At the request of the User, the Administrator can:
  - a. block their Account and temporarily prevent them from using the Services;
  - b. delete the Account and the data stored in it.
4. The actions taken as a result of the User's request referred to in section 3(b) above, result in termination of the contract for the provision of services by electronic means. The provisions of § 12, section 4 of the Terms and Conditions apply accordingly to the termination of the contract for the provision of services by electronic means in this manner.
5. The request by the User to delete the Account and the data contained therein cannot be fulfilled if the processing of the data is required or legally permitted.
6. The Administrator is entitled to refuse to provide the Services, to block the User Account or to terminate the contract based on the Terms and Conditions in cases when the User commits any of the violations referred to in § 8 of the Terms and Conditions, including in the following cases:
  - a. providing false or incomplete personal data, or failing to provide data when the processing of such data is necessary for the operation of an ICT system that is used for the provision of electronic services;
  - b. when there is a case of destroying, damaging, deleting, altering or impeding the access to the data stored in the Web Portal by the User, or causing interference by the User, or other circumstances preventing automatic processing, storage or transfer of such data;
  - c. determining that the User's actions, attempts or omissions have caused a threat to the Web Portal's security, in particular, a justified suspicion that the User has committed or is attempting to commit:
    - i. a criminal offence, in particular money laundering, terrorist financing, hacking into or altering an ICT system or fraud;
    - ii. the use of hacking techniques;
    - iii. any other actions taken by the User that are intended to violate or circumvent non-criminal laws, such as breaching the personal rights of another person or causing damage.
7. In the case of using the Web Portal for purposes other than using the Services offered

at the Web Portal in accordance with the Terms and Conditions by a User who is a consumer (using an individual Account), in cases different than those described in section 6 above, the Administrator has the right to block the User Account.

8. The choice of measures to be applied by Administrator as referred to in clause 6 above (refusal to provide the service, blockage of the Account, termination of the contract) shall be assessed on a case-by-case basis, taking into account the degree of seriousness of the infringement, its actual or potential consequences and the possibility of correcting previous irregularities.

## § 10

### COMPLAINTS

1. Complaints concerning the provision of services of access to content within the Web Portal found at [cinkciarz.pl](http://cinkciarz.pl) and [conotoxia.com](http://conotoxia.com) and other services provided electronically by the Administrator - except for the provision of Payable Services - may be filed using electronic means of communication by sending a complaint to the following address: [contact@conotoxia.com](mailto:contact@conotoxia.com).
2. The complaint should include at least:
  - a. the data of the complainant, including the email address, if different from the address indicated on the Web Portal,
  - b. description of the facts and basis of the complaint.
3. Complaints referred to in section 1 will be dealt with within 30 days of the day on which the Administrator receives the complaint.
4. The User will be informed about the way of processing the complaint by an electronic letter sent to the User's email address.
5. Complaints regarding the provision of Payable Services are handled in accordance with the procedure and conditions set out in the Payable Services Terms and Conditions.

## § 11

### AVAILABILITY AND CONTENTS

1. The Web Portal is available for Users 24h (twenty-four hours) a day for 7 (seven) days a week, and are subject to the periods of temporary unavailability of the Web Portal, hereby caused by necessary maintenance breaks regarding the Web Portal.
2. The contents of the Web Portal are exclusively of an informative nature. The Administrator has made every effort to ensure that the information contained therein is provided in a reliable and current manner. The User acknowledges that the Contents, including,

for instance, advice and tips, will not replace the advice or tips of an expert or another competent person following the detailed analysis of a given case.

3. The Contents of the Web Portal do not constitute an offer, if this has not been expressly indicated in the given information.
4. Using the Contents placed on the Web Portal does not entitle the User of any rights to intangible property of the works, databases or other elements protected by intellectual property rights as contained at the Web Portal, made available exclusively within the scope of the User's usage of the Web Portal.
5. All intellectual property rights to the Web Portal, its name, Contents, IT solutions and/or databases are subject to legal protection to the benefit of the Administrator.

## § 12

### PERSONAL DATA

1. The Administrator of the personal data provided by the User within the Account registration process is the Administrator.
2. The personal data provided by the Users are collected and processed by the Administrator in accordance with the applicable law and in line with the Privacy Policy available [here](#), which the User may acquire, record using a communication and information system, as used by Web Portal found at [cinkciarz.pl](#) and [conotoxia.com](#).

## § 13

### FINAL PROVISIONS

1. The Administrator is entitled to contact the User by email or telephone in order to inform them of the need to complete or update the User's data to the extent required for the provision of the Payable Services.
2. The provisions of these Terms and Conditions are enforced following 14 days of publishing the contents of the Terms and Conditions on the Web Portal. The Users will be informed additionally of the effective date of the Terms and Conditions via the Users' email addresses indicated in the Web Portal.
3. Prior to the effective date of these Terms and Conditions, the provisions of the previous version of these Terms and Conditions apply. The previous version of the Terms and Conditions is available on the Web Portal.
4. The Administrator is authorized to change the Terms and Conditions if:
  - a. it is necessary to add new services or functionalities to the Web Portal;

- b. there has been a change of applicable law or the need to adjust the provisions of the Terms and Conditions to the existing provisions, as well as requirements set by public authorities;
  - c. it is necessary to execute decisions or judgements of public authorities;
  - d. the Administrator wants to increase User security;
  - e. there is a necessity to clarify certain provisions of the Web Portal Terms and Conditions.
5. All changes will occur within an appropriate scope of time, and the Users will be informed of the same at least 14 days prior to the date of entering the Terms and Conditions into force on the Web Portal, as well as to their email addresses. The User who does not agree to the changes is authorized to terminate the contract effective immediately.
6. The User has the right to terminate the contract for the provision of services concerning the Account at any time.
7. In the case that the User has used the Payable Services, termination of the contract for the provision of electronic services regarding the Account is equivalent to the termination of the contract for the Payable Services, unless otherwise stated in the Payable Service Terms and Conditions. The User's Account will be deleted without undue delay, which will result in the User's inability to further use the Services.
8. In case of the User's death, the provisions of the Civil Code of 23 April 1964 apply.
9. In case of alteration or invalidations of any of the provisions of these Terms and Conditions by means of a decision of a competent authority or court, the remaining provisions remain in full force and effect and bind the Administrator and the User.
10. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code Act of 23 April 1964 and other generally applicable regulations shall apply.
11. The governing law with respect to the resolution of all disputes connected with the Terms and Conditions is Polish law. These disputes will be resolved by the competent general court of local jurisdiction. In case of the Users not being consumers within the meaning of Article 22<sup>1</sup> of the Civil Code, the court is competent and has jurisdiction over the registered office of the Administrator.
12. The contract for the provision of electronic services is concluded with the User on the basis of these Terms and Conditions in Polish and only the Polish language version is binding, while the other language versions of the Terms and Conditions are for information purposes only. The language used in relations with the User is Polish.
13. A platform for online dispute resolution between consumers and entrepreneurs at the EU level (an ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform comprises a website offering a one-stop service for consumers and entrepreneurs pursuing an extrajudicial resolution of a dispute regarding contractual obligations resulting from an online contract for sale or contract for the provision of services.