

## Regulations of the AFORTI.BIZ Loyalty Program ("Regulations").

### §1

#### Definitions

Terms used in these Regulations are given the following meanings, unless the context in which they are used indicates otherwise:

1. **AFORTI EXCHANGE/Organizer/AFORTI.BIZ** - AFORTI EXCHANGE S.A. with its registered office in Warsaw, Ogrodowa 58 Street, 00-876 Warsaw registered in the District Court for the City of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the KRS number 0000719620, NIP: 9512360841, REGON: 146332039 with the share capital of 21,583,696.00 PLN.
2. **Client** - a natural person conducting a sole proprietorship; a legal person; a beneficiary of the Organizer's services.
3. **Participant** - a person participating in the AFORTI.BIZ Loyalty Program, being an entity registered on the Platform, using the services of the Organizer in the name and on behalf of the Customer, who joined the AFORTI.BIZ Loyalty Program according to the procedure described in these Regulations.
4. **Prize Catalog/Catalog** - a document specifying the list of Prizes and the number of Points that can be exchanged for a given Prize. The Catalog is located on the Website.
5. **Prize** - any benefit in the form of in-kind or cash provided for in the Regulations, acquired by Participants while using a certain number of Points. All Participants' Prizes will be awarded on the date specified in the Catalog and on the Website or until stocks are exhausted.
6. **Point/Points** - units of account in the AFORTI.BIZ Loyalty Program awarded to Participants under the terms of the Regulations.
7. **Point Balance** - the current number of Points, remaining at the disposal of the Participant, accumulated on account of the

Participation in the AFORTI.BIZ Loyalty Program.

1. **Website** - a dedicated website located at: <https://pl.aforti.biz/produkty/program-lojalnosciowy-afortibiz> used, among other things, for the publication of announcements regarding the Program, the Directory and the Program Regulations.
2. **Platform** - Aforti.biz Internet Platform operated by Aforti Exchange S.A. at <https://pl.aforti.biz/login> allowing the use of electronic services provided by Aforti, including the Loyalty Program;
3. **Customer/Participant Account** - an account maintained for the Customer/Participant on the Aforti.biz Platform under a unique login, constituting a collection of data and information about the Customer's activities undertaken through the Aforti.biz Platform. The account is available after registration at <https://pl.aforti.biz/login> and is used to manage data and issue currency exchange instructions, as well as to participate in the AFORTI.BIZ Loyalty Program;

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4. **RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (Official Journal of the EU L 119, p. 1).

## §2

### General provisions

1. These Regulations and the Catalogue of Rewards define all terms and conditions of participation in the AFORTI.BIZ Loyalty Program organized by the Organizer (hereinafter "AFORTI.BIZ Loyalty Program", "Program", "Loyalty Program").
2. AFORTI.BIZ Loyalty Program is organized on the territory of the Republic of Poland.
3. AFORTI.BIZ Loyalty Program is designed to reward Participants who make purchases

services offered by the Organizer, as well as promotion and advertising of the Organizer.

1. The founder of the Prizes is the Organizer.
2. In case several Participants are assigned to one Customer, each Participant individually collects points and has the right to exchange them for Rewards in accordance with these Regulations.

## §3

### Duration

1. The AFORTI.BIZ Loyalty Program is conducted starting January 11, 2022 for an indefinite period of time.
2. The Organizer may suspend or terminate the AFORTI.BIZ Loyalty Program.
3. The Organizer shall promptly notify the Participant of the suspension or termination of the AFORTI.BIZ Loyalty Program at least 30 days prior to the suspension or termination of the Program by:
  - d. email address provided by the Participant;or
  - a. announcement on the AFORTI.BIZ Loyalty Program website <https://pl.aforti.biz/produkty/program-lojalnosciowy-afortibiz>or
  - a. announcement on the website of Aforti Exchange S.A - <https://pl.aforti.biz/o-nas/aktualnosci>).
2. In the event of suspension or termination of the AFORTI.BIZ Loyalty Program, the Organizer will set a deadline for the exchange of Points for Rewards and will inform in the notification about the said deadline. After the deadline, the exchange of Points will not be possible and the collected Points will expire.

## §4

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### **Conditions for joining the AFORTI.BIZ Loyalty Program**

1. Participants in the AFORTI.BIZ Loyalty Program can only become adult natural persons with full legal capacity, authorized to act for and on behalf of the Customer.
2. The condition to join the AFORTI.BIZ Loyalty Program is:
  - a. having an account on the Organizer's portal,
  - b. use of the currency exchange service through the Organizer's portal, once for an amount of at least 1,000 (in words: one thousand) Euros. In the case of cross transactions (PLN, USD, among others), the value is calculated after converting such transaction into Euros using the so-called conversion rate,
  - c. consent to marketing communications conducted both by email, electronic mail

As well as by snail mail.

1. Joining and registering for the AFORTI.BIZ Loyalty Program is possible through the website: <https://pl.aforti.biz>  
In order to join the AFORTI.BIZ Loyalty Program entitling to order and receive Rewards, the Participant will make the appropriate instruction by selecting the option on the aforementioned website, which is located in the "Join the Program" tab.
2. In case of any changes in the data provided by the Participant, he/she should immediately make the appropriate correction after logging into his/her online account.
3. You can join the AFORTI.BIZ Loyalty Program at any time during its duration.

### **§5**

#### **Accumulation of Points in the Loyalty Program AFORTI.BIZ**

1. A participant who has joined the AFORTI.BIZ Loyalty Program can collect Points, for terms and conditions set forth in the Regulations and receive the Prizes.
  1. The Participant receives Points for the purchase of services, where for each exchange of currency with a value of EUR 1,000, also converted from another currency, he is entitled to 1 point assigned to the Participant's created account. The AFORTI.BIZ Loyalty Program covers purchases of currency exchange services made from the beginning of the Program until its end.
  2. Points are accrued for the full €1,000, assuming that the value is rounded down.
  3. The organizer has the right to increase the number of points awarded to participants for their

Activity.

1. The user will be notified by email when additional activity points are received.
2. The number of Points is displayed in the "loyalty program" tab on the Aforti.BIZ user platform.

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3. Points are valid for 3 years from the date they are awarded during the AFORTI.BIZ Loyalty Program, but no longer than until the end of the Loyalty Program, which means that points not used by the Participant during the 3-year period expire at the end of the term in question or on the date the Program ends.
4. Points accumulated in one account and assigned to a Participant may not be transferred in any way to another Participant of the AFORTI.BIZ Loyalty Program.
5. In the case of a justified suspicion that Points have been awarded to a Participant as a result of an error in his/her actual realization of the purchase of services, or to persons not authorized to collect them under these Regulations, the possibility of exchanging Points for Prizes shall be withheld, or the issuance of a Prize shall be withheld until the matter is clarified. Withholding the possibility of exchanging Points or issuing a Prize applies, therefore, only to the situations indicated above. The consequences of violating the Regulations are defined in §11 of these Regulations.
6. Points awarded in the AFORTI.BIZ Loyalty Program can only be used in the manner specified in the Terms and Conditions.

## §6

### Recommend your Contractor

1. The participant will receive 100 additional Points at one time, as a bonus in exchange for the referral of a new customer, if the following conditions are met together:
  - a. The participant will use the Website to enter information on a new customer who,  
was not previously registered in the Organizer's customer database,
    1.
      - a. The customer referred by the Participant will register on the Organizer's platform,
      - b. The customer recommended by the Participant makes a transaction in the amount of min. 3000 (three thousand) Euros (in the case of cross transactions, among others, PLN, USD, the value is counted after converting such transaction into Euros using the so-called conversion rate).
  2. A participant will receive 1,000 additional Points at a time, as a bonus in return for referring a new customer, if the following conditions are met together:
    - a. The participant will use the Website to enter information on a new customer who,  
was not previously registered in the Organizer's customer database,
      1.
        - a. The customer referred by the Participant will register on the Organizer's platform,

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- b. Customer recommended by the Participant will make in the first month of activity, transactions with a total value of at least 100,000 (one hundred thousand) euros (in the case of cross transactions, including PLN, USD, the value is calculated after converting such a transaction into euros using the so-called conversion rate).
2. Upon fulfillment of both the conditions indicated in paragraph 1 and paragraph 2 above, the customer will receive points resulting from both, that is, a total of 1100 points.

## §7

### Exchanging Points for Rewards

1. Points can only be exchanged by Participants for Prizes from the applicable Catalogue.

At the time of placing an order for a Prize, under the terms of the Regulations.

1. An offer from a given Catalog is valid only during the term of the Catalog. Orders for Prizes indicated in a given Catalog, may only be placed during the term of the Catalog.
2. The Organizer reserves the right to make changes to the Catalog. The new Catalog is announced on the Website and indicates the effective date of the new Catalog.
3. A Participant may place orders and request the exchange of Points for Prizes if he or she has accumulated a sufficient number of Points, corresponding at least to the number of Points assigned to a Prize.
4. The exchange of Points reduces the Point Balance assigned to the Participant by the number of Points assigned to a given Prize in the Catalog. The reduction of the Balance takes place when the Participant orders the Prize.
5. The Organizer may stop offering the Prize or withdraw it from the Catalog at any time, for the following valid reasons:
  - a. if it is necessary to protect the safety of Participants or others (e.g., if the Prize turns out to be a hazardous product);
    1. If such an obligation arises from the law;
    - b. if offering a given Prize may harm the good name of the Organizer or a third party;
    - c. if the product constituting the Prize has been withdrawn from the market or is not available;
    - d. If the price of the product has changed significantly.

## §8

### Prize ordering and fulfillment

1. The Participant orders Prizes through the website <https://pl.aforti.biz/produkty/program-lojalnosciov-y-afortibiz> by selecting them from the presented catalog of Prizes.

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2. The prizes in kind ordered by the Participant will be delivered to the address indicated by the Participant in the order, within the territory of the Republic of Poland, or will be issued to the Participant at the Organizer's headquarters.
3. If the Participant chooses the option of delivering the Prize to the address indicated by the Participant, the Prizes will be delivered directly by the entities where Aforti Exchange S.A. purchases the Prizes.
4. The cash prizes will be transferred to the Participant in a manner individually agreed upon with the Organizer, taking into account the provisions of item. 11 below.
5. Unless the Organizer and the Participant have agreed on a different release date, the Organizer will release the ordered Prize within 60 days from the date the order was properly placed.
6. The Organizer may charge fees for transportation, delivery, postal and courier services, related to the fulfillment of orders for Prizes. At the latest when the Participant expresses his/her will to be bound by the order, he/she will be informed in the manner required by law about, among other things, the obligation to pay the aforementioned fees and their amount.
7. Ordering or direct receipt of the Prize by a Registered Participant shall be deemed to be a statement by the Participant that he/she is entitled to receive the Prize in accordance with the provisions of the Terms and Conditions.
8. Once the Prize has been ordered, confirmation of the Prize order will be visible to the Participant on the website: <https://pl.aforti.biz/>
9. Upon receipt of the Prize, the Participant will be required to confirm receipt of the Prize:
  - a. in writing by registered mail to the registered address of Aforti Exchange S.A., i.e. Ogrodowa 58 Street, 00-876 Warsaw;or
  1.
    - a. electronically by marking the appropriate field located on the main screen after the Participant logs in to the Organizer's customer platform (account).
  2. In the event that the Participant does not confirm receipt of the Prize within 3 months from the date of receipt of the Prize, the Organizer will contact the Participant at the phone number provided when the Client created an account on the Organizer's Portal.
  3. If the issuance of the Prize becomes impossible, due to circumstances for which neither the Organizer nor the Participant is responsible, the Organizer shall immediately notify the Participant of this circumstance. In such a situation, the Organizer shall be obliged to return the Points and the surcharge, where the impossibility indicated above concerns the Prize with the surcharge. However, the Participant will be able to choose, instead of the refund referred to in the preceding sentence, to select a substitute Prize proposed by the Organizer in relation to the Prize whose issuance has become impossible.

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4. The basis for the execution of the order and receipt of the Prize is the payment of the Participant's obligations to the Organizer.
5. Prizes issued to individuals are subject to personal income tax (Article 20:1 of the PIT) in the amount of 10% of the value of the Prize received. The cost of the tax shall be borne by the Participant, who is obliged to pay the Organizer the tax in the appropriate amount (41:7:1 uPIT) before the Prize is issued. The Organizer undertakes to pay the tax due to the tax office competent for it by the 20th day following the month in which the tax was collected. Settlement of the amount of the tax due between the Organizer and the Participant will be made by deducting mutual claims to the lower value, i.e. the value of the tax from the value of the Cash Prize, which will be confirmed by a separate document signed by both parties when the Prize is issued. The difference, if any, between the mutual claims after the deduction will be settled in an individually agreed manner.

## §9

### Protection of the Participant's personal data

1. The administrator of the Participant's personal data is AFORTI EXCHANGE S.A. with its registered office in Warsaw, Ogrodowa 58 Street, 00-876 Warsaw, registered in the District Court for the City of Warsaw in Warsaw, XII Economic Department of the National Court Register under the KRS number 0000719620, NIP: 9512360841, REGON: 146332039 with the share capital of PLN 21,583,696.00 (fully covered).
2. The Organizer indicates that in order to fulfill the contract concluded between the Participant and the Organizer for participation in the AFORTI.BIZ Loyalty Program, it is necessary to process the Participant's personal data. This means that in order to participate in the AFORTI.BIZ Loyalty Program, it is necessary to provide personal data during the Participant's registration process in the AFORTI.BIZ Loyalty Program.
3. The following email address is used to contact the Data Protection Officer: [iod@aforti.biz](mailto:iod@aforti.biz) The Data Protection Officer can also be contacted in writing to the Organizer's registered office address, marked "Data Protection Officer".
4. The Participant's personal data is processed for the purpose of implementing the AFORTI.BIZ Loyalty Program and for purposes arising from the legitimate interests pursued by the Organizer, which means in particular:
  - a. processing of the Participant's personal data for the purpose of crediting the Participant with Points for purchases made.  
services,
    1.
      - a. conducting statistical surveys,
      - b. Direct marketing of the Organizer's own products or services,
      - c. processing of complaints,

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- d. possible contact with the Participant in case there are reasonable doubts that the Points were awarded to the Participant as a result of an error in the actual purchase of services, including, in particular, the prevention of fraud, or the absence/erroneous payment of transactions.
2. The legal basis for the Organizer's processing of the Participant's personal data for the purpose indicated above is Article 6(1)(f) of the RODO - the processing is necessary for purposes arising from the legitimate interests pursued by the Administrator or by a third party.
  3. The Participant's personal data may be disclosed by the Organizer to entities cooperating with it (recipients) in the implementation of the AFORTI.BIZ Loyalty Program on the basis of contracts of entrustment of data processing, in accordance with the applicable laws on the protection of personal data, in particular to entities providing postal or courier services by means of which the delivery of Prizes or correspondence is carried out, or to other entities, when it is necessary to achieve the purposes specified in the Regulations.
  4. The Participant's personal data is processed for the duration of the contract between the Participant and the Organizer for participation in the AFORTI.BIZ Loyalty Program, as well as until the expiration of mutual claims arising from the contract.
  5. If the Participant gives additional consent, the Organizer may process the Participant's personal data for the purposes of promotion and marketing of products or services offered by the Organizer and its partners, which consequently means that the Organizer will have the opportunity to offer the Participant the products or services of the partners. The consent referred to in this paragraph will not result in the disclosure of the Participant's personal data to the partners.
  6. In case the Participant expresses additional consent to provide commercial information by electronic means, the Organizer may provide the Participant with commercial information within the meaning of the Act of July 18, 2002 on providing services by electronic means (consolidated text, Journal of Laws of 2019, item 123), using electronic communication means, in particular by sending commercial information via email, SMS/MMS, PUSH messages to the Participant's email address or cell phone number. In addition, if the Participant gives additional voluntary consent expressed in accordance with Article 172 of the Act of July 16, 2004. Telecommunication Law (consolidated text, Journal of Laws of 2018, item 1954, as amended), the Organizer will be allowed to use telephone terminal equipment and automatic calling systems for direct marketing purposes.
  7. A participant who has given the consent or consents referred to in items. 9 - 10 above, has the right to withdraw the previously given consent or consents to data processing at any time. Withdrawal of consent does not affect the compliance of the processing of the Participant's data, which was carried out on the basis of consent given before its withdrawal.
  8. The Administrator does not intend to transfer Participants' data to a third country (outside the European Economic Area) or international organizations. The Administrator will not apply automated decision-making, including profiling, to Participants. Subject to applicable laws, each Participant has the right to access his or her personal data, the right to receive a copy of the data, the right to rectify the data, to request its deletion or to restrict its processing. Each Participant also has the right to object to the processing of personal data on the basis of the Administrator's legitimate interest, indicating the particular situation that justifies the cessation of processing of data covered by the objection. The Administrator will cease processing the Participants' personal data for these purposes unless the Participant demonstrates that the Administrator's grounds for processing them

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override the Participants' rights, or that the Participants' personal data are necessary for the Administrator to establish, assert or defend claims.

9. Each Participant has the right to lodge a complaint to the supervisory authority, which in Poland is the President of the Office for Personal Data Protection, if he/she considers that the processing of personal data violates the regulations on personal data protection.

## §10

### Exclusion from the Loyalty Program AFORTI.BIZ

1. If the Organizer finds gross violations of the Rules by the Participant, the Participant may be excluded from the AFORTI.BIZ Loyalty Program.
2. The organizer has the right to exclude a participant from the AFORTI.BIZ Loyalty Program due to other promotions received by the participant.
3. The excluded Participant will be immediately informed by the designee of this fact

on behalf of Aforti Exchange, together with the reasons for such a decision.

1. A Participant has the right to appeal against the decision to exclude him in the form of a complaint under the rules of the

specified in §11 of these Regulations.

## §11

### Complaint procedure

#### regarding the conduct of the AFORTI.BIZ Loyalty Program

1. Complaints as to the conduct of the AFORTI.BIZ Loyalty Program (in particular, regarding the manner in which Points are awarded and Points are exchanged for Rewards) may be submitted within a maximum of 48 hours of the event's entry to the Organizer's address using the electronic form located on the Website.
2. All Complaints regarding the Prizes, as well as their delivery, may be filed at the option of the complainant:
  - c. By email to: [marketing@aforti.biz](mailto:marketing@aforti.biz) or
  - d. By correspondence to the address: AFORTI EXCHANGE S.A., Ogrodowa 58, 00-876 Warsaw.
5. The complaint should contain data that make it possible to effectively inform the person making it

On how to handle the complaint.

1. Subject to other provisions of the Regulations, complaints are considered by the Organizer within 14 working days from the date of their notification to the Organizer.

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2. Complaints concerning physical or legal defects of the received Prizes shall be considered in accordance with the provisions of the Civil Code on warranty for defects. In the case referred to in Article 561(2) § 1 of the Civil Code, the defective Prize should be delivered at the Organizer's expense to the address indicated by the Organizer.
3. If a Participant who is a Consumer, on the basis of the provisions of the warranty for defects demands replacement of the Prize or removal of the defect, or makes a statement on reduction of the Price, specifying the amount by which the Price is to be reduced, and the Organizer does not respond to this demand within 14 days, it is considered that the Organizer has recognized this demand as justified.
4. By lowering the price, it is understood that a part of the Points are returned to be reused in the AFORTI.BIZ Loyalty Program.
5. A participant who is a Consumer who wishes to obtain assistance in dealing with a complaint may contact a municipal or district consumer ombudsman providing free assistance and advice in protecting the interests of Consumers.
6. Notwithstanding the rights under the warranty for defects, the Participant may exercise the rights under the warranty, if it has been granted for the Prize.
7. If a warranty has been issued for a Prize, information on how to exercise rights under the warranty and the responsible party (guarantor) is included in the warranty statement (e.g., in the warranty document attached to the Prize, in case the Prize is covered by a warranty).
8. The warranty does not exclude, limit or suspend the Participant's rights under the warranty provisions for defects in the Prize.

## §12

### Final provisions

1. The Organizer reserves the right to change these Regulations and the Catalog for important reasons and to the extent of the important reason justifying the change. Such reasons will be:
  - b. Changes in laws, decisions or guidelines of state bodies that directly affect the formation of rights and obligations of the Participant, as well as the Organizer;
  - c. Changes in the price list of products included in the Catalog;
  - d. Data security considerations, as well as to prevent abuse or violation of rights, or the legitimate interest of the Organizer;
  - e. Editorial changes aimed at better understanding of the content of the Regulations.
6. The amendment to these Terms and Conditions and the Catalogue shall take effect on the date specified by the Organizer, which may be shorter than 14 days from the date the amended contents are made available. The Organizer is not obliged to comply with the aforementioned deadline if the amendment will not have the effect of

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increasing or changing the manner in which the obligations are performed, or reducing or changing the exercise of the Participant's rights.

7. The Organizer will provide the Participant of the AFORTI.BIZ Loyalty Program with the amended Terms and Conditions by e-mail to the e-mail address provided by the Participant or by visible information after logging into the Participant's account. Information about the amended Regulations will also be announced on the AFORTI.BIZ Loyalty Program website <https://pl.aforti.biz/produkty/program-lojalnosciowy-afortibiz>
8. The Participant may resign from the AFORTI.BIZ Loyalty Program at any time by giving the Organizer appropriate notice. Immediately after resignation from the Program, the Points accumulated by the Participant and those not used by the time of resignation will be canceled.
9. The Regulations are available to Participants in particular at the Organizer's office and on the Website.
10. The regulations are effective as of July 8, 2024.

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Aforti Exchange S.A. z siedzibą w Warszawie 00-876, ul. Ogrodowa 58, zarejestrowana w Sądzie Rejonowym dla M. St. Warszawy, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, KRS 0000719620, NIP: 951-236-08-41, REGON: 146332039. Wysokość kapitału zakładowego w całości opłaconego: 21 583 696,00 zł.