

**REGULATIONS FOR THE PROVISION OF SERVICES AFORTI EXCHANGE S.A.
VIA AN ONLINE CURRENCY EXCHANGE PLATFORM FOR ENTREPRENEURS**

Effective from 8.07.2024.

§ 1

DEFINITIONS

Terms used in the body of the Regulations mean:

1. **Aforti** - Aforti Exchange S.A. with its registered office in Warsaw, Ogrodowa 58 Street, 00-876 Warsaw, entered in the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000719620, NIP: 9512360841, REGON: 146332039, share capital PLN 21,583,696.00 (paid in full), operating an online currency exchange platform;
2. **User's email address** - the email address required to create an account on the currency exchange platform in the registration panel;
3. **Working hours of the Aforti Exchange Platform for Users** - on working days, from 8:00 a.m. to 6:00 p.m. CET
4. **Working hours of the Office supporting the Aforti Exchange Platform** - Monday through Friday from 8:00 a.m. to 6:00 p.m. CET, excluding public holidays;
5. **Currency Dealer** - a person who serves the User on behalf of Aforti ;
6. **Business day** - any day except Saturdays and public holidays within the meaning of the provisions of the Act on Public Holidays of January 18, 1951 (Journal of Laws 1951 No. 4 item 28 as amended);
7. **User Account** - an account maintained for the User on the Aforti Exchange Platform under a unique login, constituting a collection of data and information about the User's activities undertaken through the Aforti Exchange Platform. The account is available after registering at <https://en.aforti.biz/login> and is used to manage data and issue currency exchange instructions;
8. **Transfer cost** - the amount of the fee charged in accordance with the price list of the Bank from whose account the transfer is initiated.
9. **Exchange rate** - the rate of exchange between the base currency and the quoted currency, presented on the Aforti Exchange Platform or negotiated with the Aforti Currency Dealer at the time of the transaction, after verification of the User's identity;
10. **Transaction amount** - the amount, expressed in base or non-base currency, that is being bought or sold;
11. **Login and password** - unique data entered by the User during registration on the Aforti Exchange Platform, which may not be shared with third parties, used to log in to the Aforti Exchange Platform;
12. **User Panel** - a tool for managing Aforti services available after the User logs in at <https://en.aforti.biz/login>;

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13. **Proxy** - a person duly authorized in accordance with applicable law by the Entrepreneur to carry out transactions on the Aforti Exchange Platform;
14. **Aforti Exchange Platform/Platform** - The online platform operated by Aforti at <https://pl.aforti.biz/login> enabling the use of electronic services provided by Aforti;
15. **Confirmation** - the confirmation of the foreign exchange transaction is an electronic invoice generated by Aforti in PDF (Portable Document Format), made available to the User on the Aforti Exchange Platform in the Operation History section. By making a transaction on the Aforti Exchange Platform, the User acknowledges and agrees to receive confirmations electronically;
16. **Entrepreneur** - a natural person engaged in business activity, a legal person, an organizational unit that is not a legal person, to which a separate law grants legal capacity performing business activity on its own behalf;
17. **Transfer** - transfer of funds to the User's Settlement Account;
18. **The User's settlement account** - hereinafter referred to as the Account, is used to conduct the User's settlements with Aforti, in particular to deposit funds into Aforti's accounts, withdrawals from accounts assigned by Aforti and to settle the User's obligations to Aforti;
19. **Sales Department** - Aforti's Business Supervisor working with the User;
20. **Terms and Conditions** - these Regulations for the provision of services through Aforti's online currency exchange platform;
21. **Registration** - the process of creating a User Account on the Aforti Exchange Platform;
22. **RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;
23. **Authorized** - id. by the definition of Authorized;
24. **User** - an Entrepreneur or an individual authorized by him/her (proxy/authorized person) who performed a registration, as a result of which a User Account was created on the Aforti Exchange Platform;
25. **Base currency** - a currency whose unit price is expressed in the quoted currency (the first currency in a currency pair);
26. **Quoted currency** - the currency in which the price of a unit (or a certain number of units) of the base currency (the second currency in a currency pair) is expressed.

§ 2

GENERAL PROVISIONS

1. These Regulations specify:
 - a) organization, rules of operation and use of the Aforti Exchange Platform,
 - b) The rights and obligations of registered Users of the Aforti Exchange Platform,
 - c) Aforti's rights, duties and responsibilities,
 - d) Types, scope and terms of services provided through the Aforti Exchange Platform,
 - e) conditions for the collection and protection of personal data,
 - f) complaint procedure.

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2. These Terms and Conditions are available to any User at <https://pl.aforti.biz/pytania-i-odpowiedzi/regulamin-platformy>
3. Each potential User, before registering and creating an Account on the Platform, is obliged to read the content of these Regulations and may undertake further actions after accepting the provisions contained therein.
4. Aforti provides currency exchange service on the Platform: Euro (EUR), Swiss Franc (CHF), U.S. Dollar (USD), British Pound (GBP), Zloty (PLN), and may also offer exchange of other currencies. The exchange takes place through bank accounts defined in the User Panel by the User.
Provision of services by Aforti is possible after acceptance of these Regulations and full registration of the User.
6. The User is not allowed to use the Platform's services anonymously due to regulations under the Act of July 27, 2002. Foreign Exchange Law (Journal of Laws of 2017, item 679, as amended) and the Law of November 16, 2000 on Anti-Money Laundering and Terrorist Financing (Journal of Laws of 2017, item 1049, as amended). In the event that the User indicates that the Return Transfer of Funds is to be made to the bank account of a third party, the User is obliged to provide, in particular: the correct name and registration data of the company for entities other than natural persons, or the first and last name for natural persons, the owner of the account and its address, including e-mail address.
7. The User may order currency exchange transactions through the Aforti Exchange Platform during the Platform's operating hours.
8. The use of the Aforti Exchange Platform is free of charge.
9. Aforti's name and trademark, as well as the name of the Aforti Exchange Platform its method of operation, graphical appearance, software and database are subject to legal protection under applicable laws.
10. In matters not regulated in the Regulations, the provisions of generally applicable law shall apply, including, in particular, the provisions of:
 - a) Act of July 18, 2002 on the provision of electronic services (Journal of Laws of 2017, item 1219, as amended).
 - b) Act of July 27, 2002. Foreign Exchange Law (Journal of Laws of 2017, item 679, as amended),
 - c) Act of March 01, 2018 on the prevention of money laundering and financing of terrorism (Journal of Laws 2018 item 723 as amended),
 - d) Act of August 29, 1997 on the protection of personal data (Journal of Laws of 2016, item 966, as amended).

§ 3

TYPES AND SCOPE OF SERVICES

1. The Aforti Exchange platform provides services involving currency exchange.
2. Aforti lists the current exchange rates on the Platform.
3. The minimum amount to be exchanged must not be less than:

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3000 units of currency for currencies EUR, CHF, GBP, USD, PLN. It is possible to exchange a smaller amount by prior arrangement with the Currency Dealer at the telephone number available on the Platform.

§ 4

EXCHANGE RATES

1. Aforti states on its website <https://pl.aforti.biz/> and on the Platform the current buying and selling exchange rates applicable to Users. The User has the option of individual negotiations directly
2. through the Sales Department or by telephone through the Currency Dealer at telephone number: +48 22 647 50 30 . If terms and conditions other than those previously indicated in the User Panel for a given instruction are established during negotiations, the User grants Aforti the authority to modify the terms and conditions for a given instruction on behalf of the User in the Aforti Exchange Platform, in accordance with the terms and conditions established during negotiations. The final transaction rate accepted by the User takes into account discounts received by the User in the form
3. of discounts, coupons or promotional points entitling to exchange at a more favorable rate.

§ 5

USER REGISTRATION AND OBLIGATIONS UNDER THE ANTI-MONEY LAUNDERING AND TERRORIST FINANCING ACT

1. Each potential User is required to fully register on the Aforti Exchange Platform.
2. The process of registering a User on the Aforti Exchange Platform consists of the following steps:
 - a) provide the email address that the User will use,
 - b) read the contents of these Regulations and accept their provisions,
 - c) To complete the form by providing the following data:
 - i. in the case of an entrepreneur: the company and its registration data together with the organizational and legal form of business activity, the address of the seat, NIP, REGON, data of the person authorized to represent such as: name, surname, PESEL, number and series of identity document (ID card), cell phone number, e-mail address,
 - d) provide a password that the User will use to log in to the Aforti Exchange Platform; the password must consist of a minimum of 8 characters, must contain lowercase and uppercase letters (a-z or A-Z) and digits (0-9); the User acknowledges that Aforti will not request the password via email; Aforti reserves the right to perform User Identification by any means other than those specified above. The User undertakes on his/her own to properly and securely store the password created by him/her, and not to make it available to outsiders, receive an email and activate your account by
 - e) clicking on the link provided in the content of the received email, receiving an sms with an activation code and entering it for verification on the Aforti Exchange Platform.
 - f)

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3. After registration, the User will receive an email confirming registration and information with contact details of the serving Regional Sales Director and contact details of the Currency Dealer Department.
4. Users' personal data is processed by Aforti in accordance with applicable laws and the provisions of these Regulations.
5. The User is obliged to provide complete and truthful data upon registration. In the event that the User provides data that is untrue or raises reasonable doubts as to its truthfulness or is in conflict with the provisions of generally applicable law or the provisions of the Terms and Conditions, Aforti reserves the right to delete the User's account and stop transactions made using it. If the User has credited his or her account, Aforti will refund the amount credited to the User's account minus the cost of making the return transfer.
6. Aforti, based on the Law of March 01, 2018 on Anti-Money Laundering and Countering the Financing of Terrorism, may require the User to provide additional data regarding the User in order to comply with the statutory obligations that the Law imposes on Aforti.
7. Aforti may require the following data from a User wishing to make a Transaction:
 - a) in the case of legal entities - current data from an extract from the court register or other document indicating the name (company), organizational form of the legal entity, registered office and its address, tax identification number, as well as the name, surname and PESEL number, or date of birth in the case of a person without a PESEL number, of the person representing the legal entity;
 - b) for unincorporated organizational units - current data from the document indicating the name, organizational form, registered office and its address, tax identification number, as well as the name, surname and PESEL number, or date of birth in the case of a person without a PESEL number, of the person representing the unit.
8. Aforti may request additional explanations from the User regarding his/her Transactions when it is required by generally applicable laws.
9. Aforti may make the provision of Services to the User subject to a prior positive analysis of the data and documents submitted by the User.
10. Aforti may apply additional measures to reduce the risk of money laundering and terrorist financing, i.e.:
 - a) To determine the identity of the User on the basis of additional documents or information;
 - b) additional verification of the authenticity of the submitted documents or certification of their conformity to the original by a notary public, a government administration body, a local government body or a financial services provider; determination that the first Transaction was
 - c) carried out through the User's account with a financial services provider.
11. If the User refuses to provide the data specified in paragraph 10, items a-c, Aforti shall not carry out the Transaction, shall not conclude the Service Agreement with the User or shall terminate the concluded Service Agreements, and shall provide the GILF, in justified cases taking into account the risk of money laundering and terrorist financing, with information about the User in question along with the information in its possession about the User's planned Transaction.

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12. Upon Aforti's receipt of an instruction to execute a Transaction or having information about an intention to execute a Transaction that is reasonably suspected to be related to the commission of an offense referred to in Article 165a or Article 299 of the Criminal Code, Aforti is obliged to immediately notify the GIIF in writing, providing all the data in its possession regarding the Transaction, together with an indication of the rationale for withholding the Transaction, and indicate the expected date of execution.
13. In the event that Aforti receives a request from the GIIF to stop a Transaction Aforti shall immediately stop such Transaction.
14. Aforti, at the request of the User ordering the Transaction, may inform him of the suspension of the Transaction and indicate the authority that requested it.

§ 6

FOREIGN EXCHANGE TRANSACTIONS

1. The currency exchange service is available only to Users of the Aforti Exchange Platform who have provided in the settings of their User Account the correct details of the bank accounts they wish to use for currency exchange via the Platform. Providing the bank account data referred to in
2. paragraph 1 involves defining at least two twenty-six-digit account numbers and configuring the currency of the account in question next to each of them in the "Currency" field.
 - a) The exchange is possible after configuring at least one account in PLN and one account in a foreign currency. The accounts must be maintained by banks domiciled in Poland. The user must be the owner, co-owner or proxy of the account from which the funds to be exchanged are sent.
3. After accepting the exchange rate for a particular transaction, the User will receive an email with the Aforti bank account specified, to which he or she should send the required amount in the next stopper. Bank transfers received by Aforti from bank accounts other than those referred to in paragraph 1 above will be returned by Aforti to the sender, minus the transfer costs specific to the bank from which the money will be returned. The user issues currency exchange instructions and Aforti receives them
4. through the Aforti Exchange Platform. Acceptance of the Transaction for execution depends on the time of crediting Aforti's bank account with the amount of the transaction and will take place:
5.
 - a) on the same business day, if the credit of Aforti's bank account with the amount of the transaction occurs before 4 p.m. on the business day,
 - b) on the next business day, if the crediting of Aforti's bank account with the amount of the transaction occurs after 4 p.m. on the business day,
6. The details of the bank account used for trading EUR, USD, GBP, CHF, PLN currencies are made available to the User after the User accepts the transaction. The information is sent to the User's email address provided during registration on the Platform. The user is bound by the following rules for crediting the
7. account:
 - a) A user who wants to make a foreign currency purchase transaction should transfer to the "PLN

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Account" given to him the amount of PLN currency for which he wants to buy currencies.

- b) A user who wants to make a foreign currency sale transaction should send the currency to be exchanged to the "Account" given to him.

8. If the User transfers the amount of the transaction to Aforti's account in an amount lower than specified in the terms of the transaction, Aforti contacts the User immediately to determine the terms of the transaction. In the event of an unsuccessful attempt to contact the User on the business day on which the instruction was sent, the transaction is canceled. If the transaction is canceled, Aforti will return the funds received immediately to the User's account from which the transfer was made, minus the transfer costs.

9. If the User transfers the amount of the transaction to Aforti's account in an amount higher than the amount specified in the terms of the transaction, Aforti shall accept the transaction for execution up to the amount specified in the ordered terms of the transaction, immediately refunding the remaining overpayment after deducting the transfer costs to the User's account from which the transfer was made.

10. After logging in to the Aforti Exchange Platform, the user submits an instruction to exchange currency

by:

- a) Enter the "exchange currency" tab,
- b) selection of the "immediate orders" option,
- c) A choice of call or put options,
- d) currency selection,
- e) selection of bank accounts: source: from which the user will transfer funds to Aforti, destination: to which Aforti will send funds after the exchange,
- f) entering the transaction amount,
- g) acceptance of the course,
- h) Approval of the exchange - after this action, the User is not able to undo the transaction.

11. At the time of approving the transaction, the User receives by email information about the amount he/she needs to transfer to the designated Aforti account. This information is also available in the "History of operations" in the User Panel. The User is obliged to transfer the funds in question no later than 4:00 p.m. on the second working day after the currency exchange is approved, under pain of cancellation of the transaction by Aforti, for which the User will bear the costs of processing the transaction.

12. Once Aforti has credited the User's funds, the funds in accordance with the exchange instruction are transferred immediately back to the bank account provided by the User. This deadline is dependent on the execution of gold and currency transfers by the banks serving Aforti and the User, and Aforti has no influence on the above deadline.

13. When making foreign currency transfers to Aforti, the User must make them under an option in which the originator of the transfer - the User - bears the costs of his/her bank (SHA), and the costs of Aforti's bank are borne by Aforti.

14. Aforti, when making currency transfers to the User, performs them under the option in which the User bears the costs of his/her bank (SHA) and Aforti bears its own. If the transfer is made to a third party, the

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third party will bear the costs of its bank, which the User hereby accepts.

15. Aforti reserves the right to immediately stop, refuse to execute or cancel transactions, in particular in the following cases:

- a) Implementation of obligations under the Law on Anti-Money Laundering and Financing of Terrorism, the occurrence of force majeure as defined in accordance with § 7.2. of the Regulations,
- b) Providing false personal information when registering a User Account, the discovery of instances of
- c) destruction, damage, deletion, alteration or obstruction of access to IT data contained on the Aforti
- d) Exchange Platform, or the occurrence of disruptions or other circumstances that prevent the automatic processing, collection or transmission of such data, Failure by the User to transfer funds to complete the transaction by no later than 4:00 p.m. in accordance with Section 11 above.
- e)

16. Aforti allows the cancellation of a transaction ordered by the User by executing a counter transaction by the User for the same amount of currency. In the case where the User originally purchased €10,000 for PLN, the counter transaction will involve the sale of €10,000 for PLN. In the situation where the User orders a counter transaction, the settlement with Aforti is made with the net amount, that is, Aforti indicates in the email the amount that the User should immediately transfer to Aforti's account or the amount that Aforti will credit the User's account.

17. In special cases, Aforti has the right to demand from the User, and the User is obliged to provide within a maximum period of 12 hours, additional explanations regarding his/her transactions. Aforti may also demand the submission of additional documents or declarations required under the AML/CFT Law.

18. Aforti shall not be liable for the non-performance or improper performance of its obligations under the electronic services contract, provided that the non-performance or improper performance is caused by circumstances beyond Aforti's control despite exercising due diligence (force majeure). In the event of force majeure, the performance of services will be suspended for a period equal to the period of force majeure.

19. Aforti shall not be liable for any damages incurred by the User related to errors made by him, caused in particular:

- a) sending a transfer by the User to an account other than the one designated by Aforti,
- b) misconfiguration of the bank account by the User,
- c) For actions performed through the User's account by unauthorized persons, in case this situation occurred due to the User's fault.

§ 7

EMERGENCY SITUATIONS AND FORCE MAJEURE

1. Notwithstanding the content of the other provisions of the Terms of Use, including § 6.16 of the Terms of Use, Aforti has the right, after prior notification to the User by phone or email (to the contact information defined in the User's profile) to cancel the User's transaction in the event that any of the following situations occurs, but no later than the earlier of the following two dates: by 4:00 p.m. on the

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second business day after the day on which the User confirmed the exchange rate, or until the transfer with the funds after the exchange is sent to the account indicated by the User:

- a) occurs or is at risk of experiencing extraordinary volatility in currency prices, loss or significant reduction in liquidity in the foreign exchange market;
 - b) Other extraordinary market events of the foreign exchange market;
 - c) Aforti made a counter-transaction to a User's transaction in order to secure a User's transaction, which transaction was closed for any reason or its terms were materially changed;
 - d) The user violates the Terms of Use in any way.
2. Force majeure is understood to mean a situation in which, due to events beyond Aforti's control, it is not possible for Aforti or Aforti's platforms to function in accordance with the rules set forth in the Regulations. Force majeure means in particular:
- a) The occurrence of riots, strikes, lack of electricity, fire, lack of communications, calamity, armed conflicts;
 - b) Introducing administrative restrictions on citizens, which will have the effect of limiting access to the Aforti office;
 - c) events related to the occurrence of a terrorist attack;
 - d) destruction of Aforti's office or circumstances preventing Aforti from conducting its operations;
 - e) situations in which currency quoting on particular markets has been suspended or terminated, or if for any reason a particular market has been closed;
 - f) Situations where special requirements or rules have been imposed on a given market that make it impossible to execute transactions in accordance with existing, generally applicable rules;
 - g) failure of IT systems for which Aforti is not responsible;
 - h) failure of computer equipment that prevents the proper functioning of IT systems, for which Aforti is not responsible;
 - i) Lack of Internet connection due to failure on the part of the network provider or congestion;
 - j) failure of telecommunications systems for which Aforti is not responsible.
3. In the event of force majeure or in the event of other situations listed in sec. 1 above, Aforti shall not be liable to the User for any hindrance, delay or failure to fulfill the obligations imposed on Aforti under the provisions of these Terms and Conditions. In the event of cancellation of a transaction for the reasons
4. listed in sec. 1 above and in § 6.16 of the Terms and Conditions, Aforti shall retain the amounts or advances paid by the User to date to the extent that they are necessary, in Aforti's sole discretion, to cover any claims by the User against Aforti, Aforti's costs related to the conclusion of the User's transaction, and the costs of fees, the posting of collateral or the settlement of the security transaction referred to in sec. 1(c) above. Otherwise, the User's claims under the transaction in question shall lapse subject to sec. 5 below. In the event that the amounts or advances paid by the User are insufficient to
5. cover the costs and claims of Aforti against the User as referred to in Section. 4 above, the User shall, upon request and within the timeframe specified by Aforti, pay the missing amount. In the event of non-payment by the due date, Aforti shall have the right to claim penalty interest in the amount equal to twice the statutory interest

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on the missing amount, calculated from the due date regardless of any other rights of Aforti under these Terms and Conditions and the law.

§ 8

CONFIRMATION OF THE TRANSACTION

1. In accordance with the Foreign Exchange Law, Aforti is required to issue the User with Proofs of currency purchase and sale for each transaction made on the Platform. Aforti fulfills the commitment by posting,
2. after a transaction, confirmations of Transactions in PDF (Portable Document Format) in the "Transaction History" tab in the User menu on the Aforti Exchange Platform. The free Adobe Acrobat Reader program, which the User will download and install on his own, is used to preview the issued Proof of Sale. Proof of purchase and sale will be provided by Aforti Exchange in accordance with Section 2 above.
- 3.
- 4.

§ 9

TECHNICAL REQUIREMENTS

1. Technical requirements necessary to work with Aforti's ICT system:
 - a) A personal computer equipped with a network card or modem to access the Internet,
 - b) Windows operating system (9x, 2000, XP and newer), Mac OS or Linux having a desktop environment,
 - c) A web browser that supports SSL encrypted connections, JavaScript applications and cookies,
 - d) Internet connection.
2. The User must have a cell phone in order to confirm the implementation of selected services and an email address in order to read email correspondence from Aforti. In order to read emails, a program that reads Portable Document Format (PDF) files is required, which the User provides on his/her own.
3. Transmission of all data between the website at <https://en.aforti.biz/login> and the User takes place through an SSL connection encrypted with a 256-bit key.

§ 10

PERSONAL DATA AND ITS SECURITY AND PROTECTION

1. The administrator of Users' personal data within the meaning of the Act of August 29, 1997 on the protection of personal data and the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (hereinafter referred to as "RODO") since the beginning of the application of RODO is Aforti Exchange S.A. with its registered office in Warsaw, entered in the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Division of the National Court Register under the KRS number 0000719620, NIP 9512360841, REGON 146332039, share capital PLN 21,583,696.00.

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2. Users' personal data is processed for the purpose of performing the services offered by Aforti through the Platform, including the issuance and delivery of confirmations and receipts for the purchase and sale of currencies and also for the purpose of properly implementing the provisions of the Act of 16 November 2000 on the prevention of money laundering and terrorist financing (Journal of Laws of 2017, item 1049, as amended). In the case of voluntary consent, the User's personal data in the scope of telephone number and e-mail address will be processed for the purpose of direct marketing by Aforti in accordance with Article 172 of the Telecommunications Law of July 16, 2004 (Journal of Laws of 2016, item 1489 as amended). Aforti creates a set of personal data called Aforti Exchange Customers reported to the Inspector General for Personal Data Protection (GIODO).

3. Upon acceptance of these Terms and Conditions, the User consents to the processing of his/her personal data by Aforti, in accordance with the terms of these Terms and Conditions.

4. Users have the right to access and correct their personal data. Provision of data is voluntary, but necessary for the purposes of creating an Account and using the services offered by the Platform.

5. Data shall be processed in accordance with the provisions of the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922, as amended), together with its implementing acts, and with the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

6. The Aforti Exchange platform uses IP addresses collected during Internet connections for technical purposes related to server administration. In addition, IP addresses are used to collect general, statistical demographic information (e.g., the region from which the connection is made).

7. Aforti shall have the right to make the provision of services to the User conditional on the User's prior confirmation that his/her personal data (including the personal data of the third party referred to in paragraph 6) is consistent with the documents necessary to confirm identity, and in the case of business entities, institutions and associations - the documents necessary to confirm the identification data of these entities.

8. In the absence of the required documents or documents that raise reasonable doubt, Aforti will refuse to provide the service through the Aforti Exchange Platform.

9. Documents proving identity, in case of execution of transactions exceeding the equivalent of 15,000.00 Euros, after examination, may be forwarded to the General Inspector of Financial Information (GIIF).

10. The User is obliged to inform Aforti immediately of any change in personal data in order to update it.

11. Aforti is entitled to suspend the provision of services to the User if the User fails to update his or her personal information, in case it has changed.

12. Aforti is authorized to share data and personal information only with entities authorized to do so under applicable law.

13. In order to maintain the security of the transaction, from the moment the funds are credited to the User's Account until the dispatch of the said funds by Aforti, it is not possible to make any changes to the bank accounts defined by the User. Aforti also does not have this possibility.

14. Aforti declares that, for security purposes, it does not send the Account password to an email address, en.aforti.biz

nor does it send an email requesting the Account password.

15. By registering on the Platform, the User may voluntarily consent to the use of their personal data for the purpose of sending commercial information in the performance of direct marketing of Aforti's products and services in accordance with Article 172 of the Telecommunications Law (Journal of Laws of 2016, item 1489, as amended) to the indicated telephone number and email address and/or to the sharing of their personal data with cooperating entities for marketing purposes.

16. Personal data obtained in connection with the provision of services will be stored for a period of 5 (in words: five) years after the last login to the service. After this time, any data on an inactive user will be deleted.

17. A request to stop the processing of personal data by the User will result in the inability of Aforti to provide services.

18. Aforti reserves the right to subcontract the User's data to other entities in order to provide services to the User. The entity to which the User's personal data will be sub-submitted will not use it for any purpose other than those described in § 10.2.

19. For information about any incidents or questions regarding Aforti's data protection, please contact the following email address iod@aforti.biz The Data Protection Officer appointed by Aforti will promptly address the reported incident or answer the question.

§ 11

USER ACCOUNT DELETION MODE

1. You may delete your Account on the Platform at any time using the "delete account" option in the User Panel.
2. Aforti may remove the User's Account on the Platform at any time without giving any reason or justification. In any such case, Aforti is obliged to settle the transferred funds with the User in advance.

§ 12

COMPLAINT PROCEDURE

1. The User may file a complaint if the Services are not performed in accordance with the provisions of the Regulations or otherwise violate the provisions of applicable law. The User is obliged to submit
2. complaints immediately after the basis of the complaint is revealed, but no later than within 14 days from the date of execution of the transaction in question, in writing to the correspondence address: Aforti Exchange S.A., 58 Ogrodowa Street, 00-876 Warsaw, or in electronic form to the email address: biuro@afortiexchange.pl or via the contact form on the Aforti Exchange Platform. The complaint should contain at least the identification of the User and a description of the objections raised. If the data or
3. information provided in the complaint needs to be supplemented, the User will be asked to supplement this information to the extent indicated before the complaint is considered.

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4. The Company shall consider a complaint with the content specified in paragraph 3 within 30 days from the date of its delivery.
5. The response to the complaint is sent only to the email address assigned to the User's Account.
6. The detailed procedure and rules for handling complaints from Users are set out in the Aforti Exchange S.A. Complaint Handling Procedure.

§ 13

FINAL PROVISIONS

1. The User may contact Aforti by email by sending a message to the email address:
biuro@afortiexchange.pl.
2. Users are informed by Aforti of any changes to the content of these Terms and Conditions by email and by making the Terms and Conditions available on the Aforti Exchange Platform in the form of a consolidated text prior to implementation.
3. In the event that Aforti finds that the User is taking actions that are contrary to the law, the content of these Regulations, or to the objectives and interests of the Aforti Exchange Platform or other Users, as well as good morals, in particular, consisting in extorting information from other Users, providing false personal data, persistent failure to settle obligations under concluded agreements, acting in a manner that violates the personal interests of other Users, and other actions that may cause damage to other Users or Aforti, Aforti shall be entitled to immediately discontinue the provision of services to that User, to block access to the User's account, and to return to the User's account previously paid funds deducted by the costs of making a return transfer.
4. Whenever doubts arise about the credibility of the data or the submitted documents confirming the transfer, Aforti may ask the User to provide additional documents and information or abandon the transaction altogether.
5. In the case of suspicion of intentional misrepresentation of data or documents by the User for the purpose of material gain, Aforti has the right to freeze the value of funds partially paid in, or to withhold withdrawals of funds for transactions carried out by the User. Withholding of withdrawals and frozen funds occurs until the situation is fully clarified.
6. In connection with its obligation to prevent money laundering and counteract the financing of terrorism, Aforti, when inspecting transactions, including, in particular, the deposit of funds to the User's account, has the right to demand, in particular:
 - a) document stating under separate regulations the identity of the User, a current extract from the
 - b) court register or other document indicating the name (company), the organizational form of the legal entity or organizational unit and the manner and persons authorized to represent it.
7. The Aforti Exchange platform can include:
 - a) active links that allow Users to reach directly to other websites, also administered by other entities.
In the case of links pointing to websites of other entities, Aforti stipulates that it has no influence

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- on the privacy policies of their administrators, nor on the content contained on those sites;
- b) active banner ads,
 - c) Advertisements, including multimedia, audiovisual, audio or visual only,
 - d) other promotional and advertising materials, including multimedia, audiovisual, audio or visual only.
8. In matters not covered by these Regulations, the relevant provisions of the Polish Civil Code and other relevant provisions of Polish law shall apply.
9. Aforti provides the services covered by these Terms and Conditions and in the course of its business activities exclusively in the territory of the Republic of Poland.
10. In case of discrepancies between the wording of the Regulations in Polish and its translation into another language, the wording and meaning expressed in Polish shall prevail.
11. Any disputes that may arise against the background of or in relation to the interpretation of the provisions of these Terms and Conditions, the Parties agree to resolve amicably. If it is not possible to resolve the dispute amicably, the Court of competent jurisdiction to hear the case shall be the local and material court having jurisdiction over the seat of Aforti.

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Aforti Exchange S.A. with its registered office in Warsaw 00-876, Ogrodowa 58 Street, registered in the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register, KRS 0000719620, NIP: 951-236-08-41, REGON: 146332039. Amount of fully paid-up share capital: PLN 21,583,696.00.