

**TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY AFORTI EXCHANGE S.A. VIA AN ONLINE
CURRENCY EXCHANGE PLATFORM FOR ENTREPRENEURS**

Valid as of 30.06.2025.

§ 1

DEFINITIONS

The terms used in the content of the Regulations shall mean:

1. **Aforti** - Aforti Exchange S.A. with its registered office in Warsaw, ul. Okopowa 58/72, 01-042 Warsaw, entered into 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 e-mail address** - the e-mail address required to create an account on the currency exchange platform in the registration panel;
3. **Working hours of the AFORTI.BIZ Platform for Users** - on working days, from 8.00 am to 6.00 pm CET
4. **Office hours for the AFORTI.BIZ Platform** - Monday to Friday, from 9:00 a.m. to 5:00 p.m. CET, excluding public holidays;
5. **Currency Dealer** - the person servicing the User on behalf of Aforti;
6. **Business Day** - every day with the exception of Saturdays and public holidays within the meaning of the Act of 18 January 1951 on Public Holidays (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.BIZ Platform. The account is available after registering at <https://pl.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 set at the time of the transaction, presented on the AFORTI.BIZ Platform or negotiated with the Aforti Currency Dealer, after prior verification of the User's identity;
10. **Transaction amount** - the amount, expressed in base or non-base currency, that the User is buying or selling;
11. **Login and Password** - the unique data entered by the User when registering on the AFORTI.BIZ Platform, which may not be shared with third parties, for logging on to the AFORTI.BIZ Platform;
12. **User Panel** - the tool for managing Aforti services available after logging in by the User at <https://pl.aforti.biz/login> ;
13. **Agent** - the person duly authorised in accordance with the applicable legislation by the Entrepreneur to carry out transactions on the AFORTI.BIZ Platform;
14. **AFORTI.BIZ Platform/Platform** - the online platform operated by Aforti at <https://pl.aforti.biz/login>

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allowing the use of electronic services provided by Aforti;

15. **Confirmation** - 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.BIZ Platform in the Operations History section. By completing a transaction on the AFORTI.BIZ Platform, the User acknowledges and agrees to receive confirmations electronically;
16. **Entrepreneur** - a natural person carrying out a business activity, a legal person, an organisational unit which is not a legal person and to which a separate law grants legal capacity, carrying out a business activity on its own behalf;
17. **Transfer** - the transfer of funds to the User's Settlement Account;
18. **User's Settlement Account** - hereinafter referred to as the Account, is used to carry out 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 towards Aforti;
19. **Sales Department** - Aforti's Business Supervisor working with the User;
20. **Regulations** - these Regulations for the provision of services via Aforti's online currency exchange platform;
21. **Registration** - the process of setting up a User Account on the AFORTI.BIZ Platform;
22. **RODO** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;
23. **Authorised** - id. next to the definition of Proxy;
24. **User** - the Entrepreneur or the natural person authorised by the Entrepreneur (proxy/authorised person) who has completed the registration resulting in the creation of a User Account on the AFORTI.BIZ Platform;
25. **Base currency** - the 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 the currency pair) is expressed.

§ 2

GENERAL PROVISIONS

1. These Regulations set out:
 - a) the organisation, functioning principles and use of the AFORTI.BIZ Platform,
 - b) the rights and obligations of registered Users of the AFORTI.BIZ Platform,
 - c) the rights, obligations and responsibilities of Aforti,
 - d) the types, scope and conditions for the provision of services through the AFORTI.BIZ Platform,
 - e) the conditions for the collection and protection of personal data,
 - f) the complaint procedure.
2. These Regulations are available to every User at <https://pl.aforti.biz/pytania-i-odpowiedzi/regulamin-platformy>
3. Every potential User, before registering and creating an Account on the Platform, is obliged to read the

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content of these Regulations and may undertake further actions after accepting the provisions contained therein.

4. Aforti provides a currency exchange service on the Platform: Euro (EUR), Swiss Franc (CHF), American Dollar (USD), British Pound (GBP), Gold (PLN), and may also offer the exchange of other currencies. The exchange takes place via the bank accounts defined in the User Panel by the User.
5. The provision of services by Aforti is possible after acceptance of these Regulations and full registration of the User.
6. It is not possible for the User to use the services of the Platform anonymously due to regulations arising from the Act of 27 July 2002. Foreign Exchange Law (Journal of Laws of 2017, item 679 as amended) and 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 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 name and surname for natural persons, the owner of the account and its address, including the e-mail address.
7. The User may order currency exchange transactions via the AFORTI.BIZ Platform during the Platform's operating hours.
8. The use of the AFORTI.BIZ Platform is free of charge.
9. The Aforti name and logo, as well as the name of the AFORTI.BIZ Platform, its method of operation, graphic design, software and database, are subject to legal protection on the basis of the relevant legislation.
10. In matters not regulated in the Regulations, the provisions of commonly applicable law apply, including in particular the provisions of:
 - a) the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2017, item 1219 as amended)
 - b) the Act of 27 July 2002. Foreign Exchange Law (Journal of Laws of 2017, item 679 as amended),
 - c) Act of 01 March 2018 on the prevention of money laundering and financing of terrorism (Journal of Laws 2018, item 723 as amended),
 - d) the Act of 29 August 1997 on the protection of personal data (Journal of Laws 2016, item 966 as amended).

§ 3

TYPES AND SCOPE OF SERVICES

1. The AFORTI.BIZ Platform provides services consisting of currency exchange.
2. Aforti provides the currently applicable exchange rates on the Platform.
3. The minimum amount to be exchanged must not be less than:
1000 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.

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§ 4

EXCHANGE RATES

1. Aforti provides on the website <https://pl.aforti.biz/> and on the Platform the current buying and selling exchange rates applicable to Users.
2. The User has the possibility of individual negotiations by telephone with the Currency Dealer at telephone number: +48 22 647 50 30 . In the event that terms and conditions other than those previously indicated in the User Panel for a given instruction are agreed during negotiations, the User grants Aforti the authority to modify the terms and conditions for the given instruction on behalf of the User on the AFORTI.BIZ Platform, in accordance with the terms and conditions agreed during negotiations.
3. The final transaction rate accepted by the User takes into account any discounts received by the User in the form of discounts, coupons or promotional points entitling them to exchange at a more favourable rate.

§ 5

USER REGISTRATION AND OBLIGATIONS UNDER THE ACT ON PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

1. Every potential User is obliged to complete registration on the AFORTI.BIZ Platform.
2. The User's registration process on the AFORTI.BIZ Platform consists of the following steps:
 - a) providing the email address that the User will use,
 - b) reading the content of these Regulations and accepting their provisions,
 - c) filling in the form by providing the following data:
 - i. in the case of an entrepreneur: the company and its registration data together with the organisational and legal form of the business activity, the address of the registered office, NIP, REGON, data of the person authorised to representation such as: name, surname, PESEL, number and series of identity document (ID card), mobile phone number, e-mail address,
 - d) provide a password which the User will use to log in to the AFORTI.BIZ Platform; the password must consist of a minimum of 8 characters, must contain upper and lower case letters (a-z or A-Z) and digits (0-9); the User acknowledges that Aforti will not ask for a password via email; Aforti reserves the right to carry out User Identification by any means other than those specified above. The User undertakes on his/her own to keep the password he/she has created properly and securely, and not to make it available to third parties,
 - e) to receive an e-mail message and to activate their account by clicking on the link provided in the received message,
 - f) receive an sms with the activation code and enter it for verification on the AFORTI.BIZ Platform.
3. After registration, the User receives an email confirming registration and information with the contact details of the Regional Sales Manager and the contact details of the Currency Dealer Department.
4. The User's personal data is processed by Aforti in accordance with applicable law and the provisions of these Regulations.
5. The User is obliged to provide complete and truthful data when registering. In the event that the data provided is untrue or gives rise to reasonable doubts as to its veracity, or is contrary to generally

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applicable law or to the provisions of these terms and conditions, Aforti reserves the right to delete the User's account and stop any transactions carried out using it. If the User has made a credit to his or her account, Aforti will refund the amount of the credit to the User's account minus the cost of making the return transfer.

6. Aforti, pursuant to the Anti-Money Laundering and Countering the Financing of Terrorism Act of 01 March 2018, may require the User to provide additional data relating to the User in order to comply with the statutory obligations that the Act imposes on Aforti.
7. Aforti may require the following data from the 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 (business name), the organisational form of the legal entity, its registered office and its address, its 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 that legal entity;
 - b) in the case of unincorporated organisational entities, current data from a document indicating the name, organisational form, registered office and its address, tax identification number, as well as the forename, surname and PESEL number or date of birth, in the case of a person without a PESEL number, of the person representing that entity.
8. Aforti may request additional explanations from the User in relation to his/her Transactions when this is required by common law.
9. Aforti may make the provision of the Services to the User subject to a prior positive analysis of the data and documents presented by the User.
10. Aforti may apply additional measures to reduce the risk of money laundering and terrorist financing, viz:
 - a) establishing the User's identity on the basis of additional documents or information;
 - b) additional verification of the authenticity of the documents presented or certification of their conformity with the original by a notary public, government authority, local authority or financial services provider;
 - c) establishing that the first Transaction was carried out through the User's account with a financial services provider.
11. In the event that the User refuses to provide the data specified in para. 10 points a-c Aforti does not carry out the Transaction, does not conclude a contract for the provision of Services with the User or terminates the concluded contracts for the provision of Services, and provides the GIIF, in justified cases taking into account the risk of money laundering and terrorist financing, with information about the User in question together with the information in its possession about the Transaction planned by the User.
12. Once Aforti has received an instruction to carry out a Transaction or has information about an intention to carry out a Transaction that is reasonably suspected to be connected with the commission of an offence referred to in Article 165a or Article 299 of the Criminal Code, Aforti is obliged to immediately notify the GIIF in writing, transmitting all the data in its possession concerning the Transaction, together with an indication of the grounds supporting the suspension of the Transaction, and to indicate the expected date of its execution.
13. In the event that Aforti receives a request from the GIIF to stop a Transaction, Aforti shall immediately

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stop such Transaction.

14. Aforti, at the request of the User ordering the Transaction, may inform him/her of the stopping of the Transaction and indicate the authority that requested it.

§ 6

CURRENCY EXCHANGE TRANSACTIONS

1. The currency exchange service is only available to Users of the AFORTI.BIZ Platform who have provided correct details of the bank accounts they wish to use to exchange currencies via the Platform in the User Account settings.
2. The provision of the bank account data referred to in pt. 1, involves defining at least two twenty-six digit account numbers and configuring next to each of them the currency of the account in the field "Currency".
 - a) The exchange is possible after configuring at least one account in PLN and one account in a foreign currency. The accounts must be held by banks established 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 specific transaction, the User receives an email with the Aforti bank account specified, to which they should send the required amount in the next stopper. Bank transfers received by Aforti from bank accounts other than those referred to in para. 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.
4. The User issues currency exchange instructions and Aforti receives them via the AFORTI.BIZ Platform.
5. The acceptance of the Transaction for execution depends on the time at which Aforti's bank account is credited with the amount of the Transaction and will take place:
 - a) on the same business day, if the credit to Aforti's bank account with the amount of the transaction occurs before 4.00 p.m. on the business day,
 - b) on the next working day, if the credit to Aforti's bank account for the amount of the transaction takes place after 4.00 pm on the working day,
6. The details of the bank account used to trade currencies EUR, USD, GBP, CHF, PLN are made available to the User after the User accepts the transaction. The information is sent to the User's email address given during registration on the Platform.
7. The User is bound by the following rules for crediting the account:
 - a) A User who wishes to make a transaction for the purchase of a foreign currency should transfer to the "PLN Account" given to him the amount in PLN for which he wishes to buy the currency.
 - b) A user wishing to make a transaction to sell a foreign currency should transfer the currency to be exchanged to the "Account" provided.
8. In the event that the User transfers the amount of the transaction to Aforti's account in an amount lower than that specified in the terms and conditions of the transaction, Aforti contacts the User immediately in order to establish the terms and conditions 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 cancelled. If the transaction is cancelled, Aforti will return the funds received immediately to the User's account

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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 that specified in the terms and conditions of the transaction, Aforti accepts the transaction for execution up to the amount specified in the ordered terms and conditions of the transaction, immediately returning 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.BIZ Platform, the User submits a currency exchange instruction by:
 - a) entering the "exchange currency" tab,
 - b) selecting the "immediate orders" option,
 - c) selecting the buy or sell option,
 - d) choice of currency,
 - e) selecting the bank accounts: source: from which the user will make the transfer to Aforti, destination: to which Aforti will send the funds after the exchange,
 - f) entering the transaction amount,
 - g) accepting the exchange rate,
 - h) approval of the exchange - after this step, the User cannot undo the transaction.
11. When the transaction is approved, the User is informed by email of the amount they must 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 16:00 on the second working day following the approval of the currency exchange, 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 currency transfers to Aforti, the User must make them in 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. When making currency transfers to the User, Aforti performs them in an option in which the User bears the costs of their bank (SHA) and Aforti bears its own. If a transfer is made to a third party, the third party will bear the costs of its bank, which the User hereby accepts.
15. Aforti reserves the right to immediately suspend, refuse to carry out or cancel a transaction, in particular in the following cases:
 - a) the fulfilment of obligations under the Anti-Money Laundering and Countering the Financing of Terrorism Act,
 - b) the occurrence of force majeure as defined in § 7 section 2 of the Terms and Conditions,
 - c) provision of false personal data during registration of the User Account,
 - d) the discovery of cases of destruction, damage, deletion, alteration or obstruction of access to computer data contained on the Aforti Exchange Platform, or the occurrence of disruptions or other circumstances preventing the automatic processing, collection or transmission of such data,

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- e) the User's failure to transfer funds for the execution of a transaction by no later than 4:00 p.m. in accordance with clause 11 above.,
- 16. Aforti allows the User to cancel a transaction ordered by the User by executing a counter transaction for the same amount of currency. In the case where the User originally purchased EUR 10,000 for PLN, the counter-transaction will involve the sale of EUR 10,000 for PLN. In the situation where the User orders a counter-transaction, settlement with Aforti is made in the net amount, i.e. 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 request from the User, and the User is obliged to provide within a maximum period of 12 hours, additional explanations of his/her transaction. Aforti may also request the submission of additional documents or declarations required under the AML/CFT Act.
- 18. Aforti shall not be liable for the non-performance or improper performance of its obligations under the electronic services contract, insofar as the non-performance or improper performance is caused by circumstances beyond Aforti's control despite the exercise of due diligence (force majeure). In the event of force majeure, the performance of the services will be suspended for a period equal to the duration of the force majeure.
- 19. Aforti is not responsible for any potential damage incurred by the User related to errors made by the User, caused in particular:
 - a) sending a transfer by the User to an account other than the one indicated by Aforti,
 - b) incorrect configuration of the bank account by the User,
 - c) for actions performed through the User's account by unauthorised persons, in the event that such a situation occurred through the User's fault.

§ 6¹

FORWARD TRANSACTIONS

- 1. Aforti for selected Users of the AFORTI.BIZ Platform, referred to in para. 14 below, who use the currency exchange indicated in § 6 of these Regulations, may make available in the administrative panel a Term service that allows the settlement of the transaction to be carried out later than 2 working days after its order, hereinafter referred to as the "settlement day"
- 2. The user of the AFORTI.BIZ Platform, to whom the Term service has been made available, may order the currency exchange instruction referred to above by:
 - a) entering the "exchange currency" tab,
 - b) selecting the "futures transactions" option,
 - c) selecting the "buy" or "sell" option,
 - d) selecting the currency,
 - e) entering the transaction amount,
 - f) selecting the "transaction date",
 - g) acceptance of the rate,
 - h) acceptance of the amount of the Advance referred to in point. 5 below,
 - i) submission of the declaration, with the contents indicated in para. 15 of the Regulations and presentation of the documents referred to in para. 15

The User may also individually negotiate the conditions of currency purchase or sale by telephone, in the manner described in § 4 item. 2.

In the event that terms and conditions other than those indicated in the User Panel for a given instruction are agreed during negotiations, the User grants Aforti the authority to modify the terms and conditions for a given transaction on behalf of the User in the Exchange Platform in accordance with the terms and conditions agreed during negotiations.

3. Aforti may also allow Users to place orders for exchange instructions in the Term service by telephone. In order to place an instruction to carry out a currency exchange transaction in the Term service by telephone, the User should call the telephone number provided for this purpose on AFORTI.BIZ. One of the conditions for the User to submit a currency exchange instruction within the Term service by telephone is:
 - a) positive verification of the User's identity by an AFORTI.BIZ employee made on the basis of the AFORTI.BIZ Platform password or other details; and
 - b) the express submission by the customer of an instruction to exchange currency in the Term service by telephone, which contains all the information, consents and statements referred to in para. 2 b-h and the submission of the declarations and presentation of the documents referred to in para. 2 i.
4. **The exchange of currency in the Term service is conditional on payment by the AFORTI.BIZ Platform User of part of the price, calculated using the rate accepted in the order (Advance Payment), within the timeframe set out in para. 6 below, to the Aforti bank account indicated to the User on the AFORTI.BIZ Platform, following the User's submission of the order and Aforti's acceptance of the documents referred to in pt. 15.**
5. The currency exchange contract in the Term service is concluded when the exchange instruction is submitted together with all the information indicated in point. 2 above. The required amount of the Advance necessary to submit the instruction, to conclude the exchange contract for the currency in question, is determined by Aforti at its sole discretion and may be increased by Aforti in accordance with point. 7.
6. **In order to confirm the payment, the User sends Aforti confirmation of the transfer of the Advance Payment to Aforti's account. The Advance Payment should be paid and confirmation of the transfer should be sent by the User immediately, but no later than within 1 hour of the User ordering the currency exchange. If Aforti does not receive confirmation of the User's payment of the Advance within the deadline, Aforti has the right to cancel the transaction within 7 days of the deadline and the provisions of §7 para. 2-6 of the Regulations.**

Increase of Advance Payment and Cancellation of Transaction

7. Aforti may, at any time prior to the settlement date, request by any means (by email, telephone or fax) that the User pay an additional Advance Payment of any amount determined by Aforti in its sole discretion. If the User fails to make the surcharge within the requested timeframe of not less than 2 hours or if the User is not contacted, Aforti may, but is not obliged to, cancel the currency exchange transaction with the User at any time, but no later than 7 days from the date of the request or attempted request for the surcharge of the Advance Payment. In the event of cancellation of a transaction due to non-payment of the Advance Payment, Aforti shall retain the Advance Payment so far paid by the User, to the extent that it is necessary at Aforti's discretion to cover any claims of Aforti against the User. For the rest, all claims of the User in respect of the currency exchange transaction in question shall lapse, subject to para. 8

8. **In the event that the User's transaction is cancelled in accordance with para. 7, if Aforti has entered into an opposing transaction to the User's transaction in order to secure the User's transaction and the Advance Payment made by the User is not sufficient to cover Aforti's claims and the costs of fees, the posting of security or the settlement of this hedging transaction, the User shall, upon request and within the deadline set by Aforti, pay the missing amount. In the event of non-payment by the due date, Aforti shall be entitled to claim penalty interest in the amount of twice the statutory interest on the missing amount, calculated from the due date, irrespective of Aforti's other rights under these Terms and Conditions and the law**
9. **In addition, Aforti has the right to cancel the Customer's Transaction in situations of emergency and force majeure as described in §7 of the Terms and Conditions.**

Settlement of Transactions

10. Settlement in the Term service shall only take place by actual delivery of the currency (gross), subject to the User's breach of the Agreement described in clauses 7 and 12. 7 and 12. The User is obliged to pay the remaining price, equal to the amount of the Transaction, by 11:00 a.m. Polish time on the settlement date at the latest:
- a) to the "PLN Account" in PLN currency given to him - in the case of foreign currency purchase transactions,
 - b) to the "Account" given to him in foreign currency - in the case of a transaction for the sale of foreign currency
11. Before the settlement date, Aforti may, but is not obliged to, remind the User of the obligation to pay the remaining price in accordance with para. 10 to Aforti's account, including the amount and the final date of payment.
12. If the price is not paid on time in accordance with para. 10, Aforti shall not be obliged to settle the transaction in accordance with para. 10 and retains the Advance Payment paid by the User, which is not refundable to . In addition, independent of any other rights provided for under these Terms and Conditions and the law, Aforti shall be entitled to claim penalty interest equal to twice the statutory interest on the missing amount, calculated from the due date
13. The User acknowledges that the exchange rate chosen at the time of the transaction order has been adjusted based on Aforti's swap points and margin.
14. Once the User has made the transfer in accordance with para. 10, the settlement amount in accordance with the swap instruction is transferred by Aforti immediately to the bank account indicated by the User.

Important assurances from the Customer

15. By accepting these Regulations and entering into a transaction in the Term service, the User confirms and declares under pain of liability for damages that he/she will only enter into Term transactions to facilitate payment for identifiable goods, services or direct investments¹, for the purposes of the User's business activity, and that he/she is not a financial counterparty within the meaning of Article 2(8) of Regulation (EU) No. 648/2012². Before accepting an order in the Term service, Aforti will request

¹ e.g. in order to purchase currency with a view to obtaining certainty as to the amount of payment I will receive for specific goods or services that I am selling or for direct investment or to use the purchased currency to pay for specific goods or services or to finance a direct investment (e.g. purchase of shares providing material influence or control over an undertaking).

² Investment firms authorised in accordance with Directive 2004/39/EC, credit institutions authorised in accordance with Directive 2006/48/EC, insurance undertakings authorised in accordance with Directive 73/239/EEC, assurance

additional documents or information from the User in order to confirm the above circumstances. Aforti may also refuse to conclude a transaction if it considers for any reason that the Customer does not meet the conditions described in this section

16. Subject to the provisions indicated in this paragraph, other provisions of these Terms and Conditions, in particular §6 and §7, shall apply mutatis mutandis to transactions ordered under the Term service.

§ 7

EMERGENCY SITUATIONS AND FORCE MAJEURE

1. Notwithstanding the content of the other provisions of the Rules, including §6 para. 16 and §6(1) para. 7 of the Terms and Conditions, Aforti has the right, after prior notification to the User by telephone or e-mail (to the contact details defined in the User's profile), to cancel the User's transaction when any of the following situations occurs, but no later than the earlier of the following two dates: by 4 p.m. of the second working 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) extraordinary volatility of currency prices, loss or significant reduction of liquidity on the currency market occurs or is at risk;
 - b) other extraordinary market events of the foreign exchange market;
 - c) Aforti has effected a counter-transaction to the User's transaction, in order to secure the User's transaction, which transaction has been closed for any reason or its terms have been materially altered;
 - d) The User violates the provisions of the Regulations in any way.
2. Force majeure shall be understood as 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 out in the Terms and Conditions. Force majeure shall mean in particular:
 - a) the occurrence of riots, strikes, lack of electricity, fire, lack of communication, cataclysm, armed conflicts;
 - b) the introduction of administrative restrictions on citizens, which will result in limited access to the Aforti office;
 - c) events related to the occurrence of a terrorist attack;
 - d) the destruction of Aforti's office or circumstances preventing Aforti from carrying out its operations;
 - e) situations in which the quotation of currencies on a particular market has been suspended or terminated, or if for any reason a particular market has been closed;
 - f) situations where specific requirements or rules have been imposed on the market in question making it impossible to execute transactions in accordance with existing, generally applicable rules;

undertakings authorised in accordance with Directive 2002/83/EC, reinsurance undertakings authorised in accordance with Directive 2005/68/EC, UCITS and their respective management companies authorised in accordance with Directive 2009/65/EC, institutions for occupational retirement provision within the meaning of Art. 6(a) of Directive 2003/41/EC, and alternative investment funds managed by alternative investment fund managers authorised or registered in accordance with Directive 2011/61/EU

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Aforti Exchange S.A. with its registered office in Warsaw 01-042, ul. Okopowa 58/72, registered in the District Court for the Capital City of Warsaw, 13th 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.

- g) A failure of the IT systems for which Aforti is not responsible;
 - h) a hardware failure preventing the proper functioning of the IT systems, for which Aforti is not responsible;
 - i) failure of the internet connection due to a failure on the part of the network provider or an overloaded connection;
 - j) failure of telecommunications systems, for which Aforti is not responsible
3. In the event of cases of force majeure or in the event of any of the other situations listed in sec. 1 above, Aforti shall not be liable to the User for any hindrance, delay or non-fulfilment of the obligations imposed on Aforti under the provisions of these Terms and Conditions.
4. In the event of the cancellation of a transaction for the reasons listed in sec. 1 above and in §6 para. 16 and §6¹ para. 7 of the Regulations, Aforti shall retain the amounts or advances paid by the User to date to the extent that they are necessary, in Aforti's discretion, to cover any claims of the User against Aforti, Aforti's costs relating to the conclusion of the User's transaction and the costs of fees, the posting of security or the settlement of the security transaction referred to in para. 1(c) above. For the rest, the User's claims under the transaction in question shall lapse subject to para. 5 below.
5. In the event that the amounts or advances paid by the User are insufficient to cover the costs and claims of Aforti against the User referred to in para. 4 above, the User is obliged to pay the missing amount upon request and within the deadline set by Aforti. If payment is not made by the due date, Aforti is entitled to claim penalty interest in the amount of twice the statutory interest on the missing amount, calculated from the due date regardless of any other rights Aforti may have under these Regulations and the law.

§ 8

CONFIRMATION OF THE TRANSACTION

1. In accordance with the Foreign Exchange Law, Aforti is obliged to issue the User with Proofs of currency purchase and sale for each transaction made on the Platform.
2. Aforti fulfils its obligation by posting, after a transaction has been made, the Transaction Confirmation in PDF (Portable Document Format) format in the "Transaction History" tab in the User menu on the Aforti Exchange Platform.
3. To view the issued Proof of Sale, there is a free Adobe Acrobat Reader, which the User will download and install himself.
4. The Proof of Sale will be provided by Aforti Exchange in accordance with section 2 above.

§ 9

TECHNICAL REQUIREMENTS

1. The technical requirements necessary to work with the Aforti ICT system:
 - a) a personal computer equipped with a network card or modem allowing access to the Internet,
 - b) Windows operating system (9x, 2000, XP and newer), Mac OS or Linux with a graphical environment,

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- c) a web browser that supports encrypted SSL connections, JavaScript applications and cookies,
 - d) connection to the Internet.
2. The user must have a mobile phone in order to confirm the delivery of the selected services and an email address in order to read email correspondence from Aforti. In order to read email messages, a program that reads Portable Document Format (PDF) files is required, which the User provides themselves.
 3. The transmission of all data between the website at <https://pl.aforti.biz/login> and the User takes place via an SSL connection encrypted with a 256-bit key.

§ 10

PERSONAL DATA AND THEIR SECURITY AND PROTECTION

1. The administrator of the Users' personal data within the meaning of the Personal Data Protection Act of 29 August 1997 and the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "RODO") from the commencement of application of RODO is Aforti Exchange S.A. with its registered office in Warsaw, entered into of 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 number KRS 0000719620, NIP 9512360841, REGON 146332039, share capital PLN 21,583,696.00.
2. Users' personal data is processed for the purpose of performing the services offered by Aforti via the Platform, including the issuance and delivery of confirmations and receipts for the purchase and sale of currencies and also for the proper implementation of 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 terms of telephone number and email address will be processed for the purpose of Aforti's direct marketing in accordance with Article 172 of the Telecommunications Act of 16 July 2004 (Journal of Laws 2016, item 1489 as amended). Aforti creates a set of personal data called: Aforti Exchange Customers reported to the General Inspector of Personal Data Protection (GIODO).
3. By accepting 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. The User has the right to access the content of their personal data and to correct it. The provision of data is voluntary, but necessary for the purposes of creating an Account and using the services offered by the Platform.
5. The data is processed in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2016, item 922, as amended), together with its implementing acts and the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
6. The AFORTI.BIZ 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. about the region from which the connection is made).

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7. Aforti has the right to make the provision of services to the User conditional on the User first confirming that his or her personal data (including the personal data of the third party referred to in section 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 via the AFORTI.BIZ Platform.
9. Documents proving identity, in the event of a transaction exceeding the equivalent of €15,000.00, may, after examination, 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. If the User fails to update his or her personal data, in the event that it has changed, Aforti is entitled to suspend the provision of services to the User.
12. Aforti is only entitled to share data and personal information with entities authorised to do so under the applicable legislation.
13. In order to maintain the security of the transaction, from the moment the funds are credited to the User's Account until Aforti sends the said funds, 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 access password for the Account to an email address, nor does it send an email requesting the access password for the Account.
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 Act (Journal of Laws 2016, item 1489, as amended) to the telephone number and email address indicated 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 relating to an inactive user will be deleted.
17. A request to stop the processing of personal data by the User will result in Aforti being unable to provide services.
18. Aforti reserves the right to subcontract User data to other entities in order to provide services to the User. The entity to which the User's personal data is sub-submitted will not use it for any purpose other than those described in § 10 point 2.
19. Information about any incidents or questions regarding the protection of personal data at Aforti should be sent to the email address iod@aforti.biz. The Data Protection Officer appointed by Aforti will immediately deal with the reported incident or answer the question.

§ 11

PROCEDURE FOR DELETING A USER ACCOUNT

1. The User may delete his or her Account on the Platform at any time using the "delete account" option in

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the User Panel.

2. Aforti may remove a 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

COMPLAINTS PROCEDURE

1. The User may lodge a complaint if the Services are not performed in accordance with the provisions of the Regulations or otherwise violate the provisions of the applicable law.
2. The User is obliged to lodge a complaint immediately after the basis of the complaint becomes known, but no later than within 14 days of the date on which the transaction in question was executed, in writing to the following address: Aforti Exchange S.A., ul. Okopowa 58/72, 01-042 Warsaw, or in electronic form to the following email address: biuro@aforti.biz or via the contact form on the AFORTI.BIZ Platform.
3. The complaint should contain at least the identification of the User and a description of the objections raised. If the data or 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.
4. The Company shall consider a complaint with the content specified in para. 3 within 30 days of its receipt.
5. A reply to the complaint shall be sent only to the email address assigned to the User's Account.
6. The detailed procedure and rules for processing complaints from Users are defined in the Procedure for processing complaints in Aforti Exchange S.A.

§ 13

FINAL PROVISIONS

1. The User may contact Aforti by email by sending a message to the email address: biuro@aforti.biz.
2. Users are informed of any changes to the content of these Regulations by Aforti by email and by making the Regulations available on the AFORTI.BIZ Platform in the form of a consolidated text prior to introduction.
3. In the event that Aforti determines that the User is engaging in actions that are contrary to the law, to the content of these Regulations or to the objectives and interests of the AFORTI Platform.BIZ or the other Users, as well as good morals, in particular consisting of extorting information from other Users, providing false personal data, persistent failure to fulfil obligations arising from concluded agreements, acting in breach of the personal interests of other Users and other actions that may cause damage to other Users or Aforti, Aforti is entitled to immediately cease providing services to the User, to block access to the User's account and to return to the User's account the funds previously paid minus the costs of making the return transfer.
4. Whenever doubts arise as to the reliability of the data or documents presented in support of the transfer, Aforti may request the User to provide additional documents and information or withdraw from the transaction altogether.
5. In the event that there is suspicion that the User is deliberately presenting false data or documents for

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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 shall take place until the situation is fully clarified.

6. In connection with the obligation to prevent money laundering and to counteract the financing of terrorism, Aforti, when carrying out the control of transactions, including in particular the payment of funds to the User's account, has the right to request, in particular:
 - a) a document stating, pursuant to separate regulations, the User's identity,
 - b) a current excerpt from the court register or other document indicating the name (business name), organisational form of the legal person or organisational unit and the manner and persons authorised to represent it.
7. The AFORTI.BIZ platform may include:
 - a) active links allowing Users to reach directly to other websites, also administered by other entities. In the case of links referring to the websites of other entities, Aforti stipulates that it has no influence on the privacy policy of their administrators, nor on the content of these websites;
 - b) active advertising banners
 - c) advertisements, including multimedia, audiovisual, audio or just visual,
 - 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 shall provide the services covered by these Terms and Conditions and within the scope of its business activities exclusively on the territory of the Republic of Poland.
10. In the event of a discrepancy between the wording of the Rules and Regulations in Polish and its translation into another language, the wording and meaning expressed in Polish shall prevail.
11. All disputes that may arise in connection with or in relation to the interpretation of the provisions of these Rules and Regulations shall be resolved by the Parties amicably. If it is not possible to resolve a dispute amicably, the local and material court with jurisdiction over Aforti's registered office shall have jurisdiction to hear the case.