

**TERMS AND CONDITIONS OF PROVIDING SERVICES AFORTI EXCHANGE S.A.
THROUGH THE ON-LINE CURRENCY EXCHANGE PLATFORM FOR ENTREPRENEURS
Valid from August 20th, 2021.**

**§ 1
DEFINITIONS**

The terms used in the content of the Regulations mean:

1. **Aforti** - Aforti Exchange S.A. with headquarters in Warsaw, ul. Chałubińskiego 8, 00-613 Warsaw, entered into the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000719620, NIP: 9512360841, REGON: 146332039, share capital PLN 18.068.000,00 (fully paid up), operating an online currency exchange platform.
2. **User's e-mail address** - the e-mail address necessary to set up an account on the currency exchange platform in the registration panel.
3. **BUP** - Payment Services Office.
4. **MIP** - Small Paying Institution.
5. **Working time of the Aforti Exchange Platform** - on working days, from 8.00 am to 6.00 pm Central European Time.
6. **Working hours of the Office servicing the Aforti Exchange Platform** - from Monday to Friday from 8:00 am to 6:00 pm Central European Time, excluding public holidays.
7. **Currency Dealer** - a person serving the User on behalf of Aforti.
8. **Working day** - every day except Saturdays and public holidays within the meaning of the Act of 18 January 1951 on non-working days (Journal of Laws 1951, No. 4, item 28, as amended).
9. **KNF** - Polish Financial Supervision Authority.
10. **User Account** - an account opened for the User on the Aforti Exchange Platform under a unique login, constituting a set of data and information about the User's actions taken through the Aforti Exchange Platform. The account is available after registering at <https://www.afortiexchange.pl/en/account> and is used for data management and issuing currency exchange instructions.
11. **Third party account** - a third party bank account to which the User may instruct Aforti to send funds from the currency exchange. It is a bank account that is not the account of the User or of the person over which the User acts as a legal representative.
12. **Transfer cost** – the fee according to the Fees and Commissions table of the Bank who is holding an banking account from where the transfer has been initiated.
13. **Exchange rate** - the exchange rate of the base currency into the quoted currency, valid at the moment of concluding the transaction, presented on the Aforti Exchange Platform or negotiated with the Aforti Currency Dealer, after prior verification of the User's identity.
14. **Transaction amount** - the amount expressed in the base or non-base currency, the purchase or sale of which is the subject of the transaction.
15. **Login and password** - unique data entered by the User during registration on the Aforti Exchange Platform, which cannot be shared with third parties, used to log in to the Aforti Exchange Platform.

16. **User Panel** - a tool for managing Aforti Exchange services available after logging in by the User at <https://www.afortiexchange.pl/en/account>.
17. **Proxy** - a person duly authorized by the Entrepreneur in accordance with applicable law to make transactions on the Aforti Exchange Platform.
18. **Aforti Exchange Platform / Platform** - Internet platform operated by Aforti at www.afortiexchange.pl/account enabling the use of electronic services provided by Aforti.
19. **Confirmation** - confirmation of the currency exchange transaction is an electronic invoice generated by Aforti in PDF (Portable Document Format) format, made available to the User on the Aforti Exchange Platform in the Operation History section. By making transactions on the Platform, the User acknowledges and agrees to receive electronic confirmations.
20. **Entrepreneur** - a natural person running a business, a legal person, an organizational unit that is not a legal person, the legal capacity of which is granted by a separate act to perform economic activity on its own behalf.
21. **Transfer** - transfer of funds to the User's Settlement Account.
22. **The User's Settlement Account** - hereinafter referred to as the Account, is used to carry out the User's settlements with Aforti, in particular to pay funds to Aforti accounts, withdrawals from accounts issued by Aforti and to settle the User's obligations towards Aforti.
23. **Regional Sales Director** - Aforti business manager dedicated to support the User
24. **Regulations** - these Regulations for the provision of services via the Aforti online currency exchange platform.
25. **Registration** - the process of creating a User Account on the Aforti Exchange Platform.
26. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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.
27. **Authorized person** - as above. when defining the Proxy.
28. **User** - Entrepreneur or a natural person authorized by him (attorney / authorized person) who registered, as a result of which the User Account was created on the Aforti Exchange Platform.
29. **Base currency** - the currency whose unit price is expressed in the quote currency (the first currency in the currency pair).
30. **Quote currency** - The currency in which the price of a unit (or a specified number of units) of the base currency (the second currency in the currency pair) is expressed.

§ 2

GENERAL PROVISIONS

1. These Regulations specify:
 - a) the organization, rules of operation and the way of using the Aforti Exchange Platform,
 - b) the rights and obligations of registered Users of the Aforti Exchange Platform,
 - c) the rights, obligations and responsibilities of Aforti,
 - d) types, scope and conditions for the provision of services via the Aforti Exchange 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://afortiexchange.pl/pytania-i-odpowiedzi/regulamin-platformy>
3. Each potential User, before registering and setting up an Account on the Platform, is obliged to read

the content of these Regulations and may take further steps after accepting the provisions contained therein.

4. Aforti provides the following currency exchange services on the Platform: Euro (EUR), Swiss Franc (CHF), American Dollar (USD), British Pound (GBP), Zloty (PLN), and may also offer exchange of other currencies. The exchange takes place via bank accounts defined by the User in the User Panel.
5. The FX services offered by Aforti are available only if the User accepts these Regulations and completes the registration process.
6. The User is not able to use the Platform's services anonymously due to the regulations of the Foreign Exchange Act of 27 July 2002 (Journal of Laws of 2017, item 679, as amended) and the Act of November 16 2000 on counteracting money laundering and terrorist financing (Journal of Laws of 2017, item 1049, as amended). If the User indicates that the return transfer of funds is to be made to the bank account of a third party, he is obliged to provide in particular: correct company name and registration data for entities other than natural persons or name and surname for natural persons, account owner and its address, including e-mail address.
7. The User may order currency exchange transactions via the Aforti Exchange Platform during the Platform's operation.
8. Using the Aforti Exchange Platform is free of charge.
9. The name and graphic symbol of Aforti and the name of the Aforti Exchange Platform, its mode of operation, graphic design, software and database are legally protected on the basis of applicable legal provisions.
10. In matters not covered by the Regulations, the provisions of generally applicable law shall apply, including in particular the provisions:
 - a) the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2017, item 1219 as amended),
 - b) the Foreign Exchange Act of 27 July 2002 (Journal of Laws of 2017, item 679, as amended),
 - c) the Act of March 1st, 2018 on counteracting money laundering and financing terrorism (Journal of Laws of 2018, item 723 as amended),
 - d) the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 966, as amended).

§ 3

SCOPE OF THE SERVICE

1. The Aforti Exchange platform provides currency exchange services.
2. Aforti provides the current exchange rates on the Platform.
3. The minimum amount to be exchanged may not be lower than:
 1. 3000 currency units for EUR, CHF, GBP, USD, PLN. It is possible to exchange a smaller amount. It requires the approval provided by the Currency Dealer over the phone (number available on the Platform).

§ 4

CURRENCY EXCHANGE RATES

1. Aforti publishes on the website www.afortiexchange.pl and on the Platform the current buying and selling rates for currencies applicable to Users.

2. The User has the possibility of individual negotiations directly through the Regional Sales Director or by phone via the Currency Dealer at the telephone number: +48 792 708 708. If during the negotiations conditions other than those indicated previously in the User's Panel for a given instruction are agreed, the User grants Aforti a power of attorney to modification of the conditions for a given instruction on behalf of the User on the Platform, in accordance with the conditions agreed during the negotiations.
3. The final transaction rate accepted by the User takes into account the rebates received by the User in the form of discounts, coupons or promotional points entitling to exchange at a more favourable rate.

§ 5

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

1. Each potential User is obliged to complete registration on the Aforti Exchange Platform.
2. The User registration process on the Aforti Exchange Platform consists of the following stages:
 - a) providing the e-mail address that the User will use,
 - b) read the content of these Regulations and accept its provisions,
 - c) fill in the form by providing the following data:
 - i. in the case of an entrepreneur: the company and its registration data along with the organizational and legal form of the business activity, registered office address, NIP (tax identification number), REGON (statistical number), data of the authorized representative, such as: name, surname, PESEL number, number and series of identity document (ID card)), mobile phone number, e-mail address,
 - d) provide a password that the User will use to log in to the Aforti Exchange Platform; password must consist of at least 8 characters, must contain lowercase and uppercase letters (a-z or A-Z) and numbers (0-9); The User acknowledges that Aforti will not ask for the password via e-mail; Aforti reserves the right to identify Users by any means other than those specified above. The user undertakes on his own to properly and securely store the password he has created, and not to disclose it to third parties,
 - e) receiving an email and activating the account by clicking on the link provided in the content of the received message,
 - f) receiving an SMS with the activation code and entering it for verification on the Aforti Exchange Platform.
3. After registration, the User receives an e-mail confirming the registration and information with contact details of the operating Regional Sales Director and contact details for the Foreign Exchange Dealers Department.
4. Users' personal data are processed by Aforti in accordance with applicable law and the provisions of these Regulations.
5. The User is obliged to provide full and truthful data upon registration. In the event of providing untrue data or raising reasonable doubts as to their truthfulness or contrary to the provisions of generally applicable law or the provisions of the Regulations, Aforti reserves the right to delete the User's account and suspend transactions made with its help. If the User has topped up the account, Aforti will refund the amount of the top-up to the User's account less the costs of making a return transfer.
6. Aforti, on the basis of the Act of March 1st, 2018 on counteracting money laundering and terrorist financing, may require the User to provide additional data regarding 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 case of the legal persons - current data from an excerpt from the court register or other document indicating the name (company), organizational form of the legal person, seat and address, tax identification number, as well as name, surname and PESEL number or date of birth in the case of a person without a PESEL number, a person representing this legal person;
 - b) in the case of organizational units without legal personality - current data from a document indicating the name, organizational form, seat and its address, tax identification number, as well as name, surname and PESEL number or date of birth in the case of a person without a PESEL number, a person representing this unit.
8. Aforti may request additional explanations from the User regarding his Transactions, if it results from the generally applicable provisions of law.
9. Aforti may make the provision of Services to the User conditional on prior verification of the correctness of personal data and documents provided by the User.
10. Aforti may take additional measures to reduce the risk of money laundering and terrorist financing, i.e.:
 - a) establishing the User's identity on the basis of additional documents or information;
 - b) additional verification of the authenticity of the presented documents or certification of their compliance with the original by a notary public, government administration body, local government body or entity providing financial services;
 - c) establishing that the first Transaction was carried out through the User's account at the entity providing financial services.
11. If the User refuses to provide the data specified in sec. 10 points a) – c) Aforti does not carry out Transactions, 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 to GIFI (in justified cases, taking into account the risk of money laundering and terrorist financing) information about a given User along with information about the planned by the Transaction.
12. After Aforti receives an instruction to carry out the Transaction or has information about the intention to carry out a Transaction, for which there is a reasonable suspicion that it may be related to the commission of a crime referred to in Art. 165a or article. 299 of the Penal Code, is obliged to immediately notify the GIFI in writing, providing all the data regarding the Transaction, indicating the premises for suspending the Transaction, and indicating the expected date of its implementation.
13. In the event that Aforti receives a GIFI request to suspend the Transaction, Aforti shall immediately suspend such a Transaction.
14. Aforti, at the request of the User ordering the Transaction, may inform him about the suspension of the Transaction and indicate the authority that requested it.

§ 6

FX TRANSACTIONS

1. The currency exchange service is available only to the Users of the Aforti Exchange Platform who have provided correct details of the bank accounts they wish to use when exchanging currencies via the Platform in the User Account settings.
2. Providing data on the bank accounts referred to in point 1, includes defining at least two twenty-six-digit account numbers and configuring the currency of a given account for each of them in the "Currency" field
 - a) the exchange is possible after setting up at least one account in PLN and one account in a

- foreign currency. Accounts must be kept by banks based in Poland. The user must be the owner, co-owner or representative of the account from which the funds to be exchanged are sent,
- b) it is also possible to configure third party accounts - used to send funds from currency exchange.
3. After accepting the exchange rate for a specific transaction, the User receives an e-mail with the given Aforti bank account, to which he/she should send the required amount. Bank transfers received by Aforti from bank accounts other than those referred to in sec. 1 above will be returned by Aforti to the sender, after deducting the transfer costs appropriate for the bank from which the money will be returned.
 4. The User issues currency exchange instructions, and Aforti receives them through the Aforti Exchange Platform.
 5. Acceptance of the Transaction for execution depends on the time when Aforti's bank account is credited with the transaction amount and will take place:
 - a) on the same business day, if the transaction amount is credited to Aforti's bank account before 4 p.m. on the given business day,
 - b) on the next business day, if the transaction amount is credited to Aforti's bank account after 4 p.m. on the given business day.
 6. The details of the bank account used for trading in EUR, USD, GBP, CHF, PLN are made available to the User after accepting the transaction. Information is sent to the User's e-mail address provided during registration on the Platform.
 7. The User is bound by the following rules for topping up the account:
 - a) The User who wants to make a foreign currency purchase transaction should transfer the amount in PLN currency to the given "PLN Account" for which he / she wants to buy the currency.
 - b) The User who wants to sell a foreign currency should send the currency to be exchanged to the "Account" provided to him.
 8. In the event that the User transfers the transaction amount to Aforti account in an amount lower than that specified in the terms of the transaction, Aforti shall immediately contact the User 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 cancelled. If the transaction is cancelled, Aforti will return the received funds immediately to the account of the User from which the transfer was made, after deducting the transfer costs.
 9. In the event that the User transfers the transaction amount to Aforti account in an amount higher than that specified in the terms of the transaction, Aforti accepts the transaction for execution up to the amount specified in the transaction terms and conditions, returning immediately the remaining overpayment after deducting the transfer costs to the User's account from which the transfer has been made.
 10. After logging in to the Aforti Exchange Platform, the User submits an exchange order currencies through:
 - a) entering the "exchange currency" tab,
 - b) selecting the "instant orders" option,
 - c) choosing a buy or sell option,
 - d) choice of currency,
 - e) selection of bank accounts: source from which the user will make a transfer to Aforti, destination: to which Aforti will send funds after the exchange,

- f) entering the transaction amount,
 - g) acceptance of the FX rate,
 - h) approval of the exchange - after this action, the User cannot reverse the transaction.
11. At the time of approval of the transaction, the User receives an e-mail about the amount that must be transferred to the indicated Aforti account. This information is also available in the "Operation History" in the User Panel. The User is obliged to transfer the requested funds no later than by 4 p.m. on the second business day from the day when User approved the currency exchange for particular transaction. In case the User does not execute the transfer Aforti has a full right to cancel the transaction and the User will bear all the costs arising from the process of cancelation the transaction.
 12. Before approving the exchange transaction, which will result in sending funds from the exchange to a third party's account, the User must provide the authorization code sent to the mobile phone number defined in the registration process.
 13. After the User's funds credited the Aforti account, the funds in accordance with the exchange order are transferred back to the bank account provided by the User without undue delay. This settlement time depends on the execution of PLN and currency transfers by the banks serving Aforti and the User, and Aforti is not in position to change it.
 14. When making currency transfers to Aforti, the User must make them in the option in which the transfer party - the User - bears the costs of his bank (SHA), and Aforti's costs are borne by Aforti.
 15. Aforti, when making currency transfers to the User, performs them in the option in which the User bears the costs of his bank (SHA), and Aforti his own. In the case of making a transfer to a third party, this entity will bear the costs of its bank, which the User hereby accepts.
 16. Aforti reserves the right to immediate suspend or refuse to execute given transaction, in particular in the following cases:
 - a) fulfilment of the obligations under the Act on counteracting money laundering and terrorist financing,
 - b) the occurrence of force majeure understood as per the par. 7 point 2 of this Terms & Conditions document,
 - c) providing false personal data when registering a User Account,
 - d) identifying cases of destroying, damaging, deleting, changing or obstructing access to IT data contained on the Aforti Exchange Platform or the occurrence of disruptions or other circumstances preventing the automatic processing, collection or transfer of such data,
 - e) failure to transfer funds by the User for the execution of the transaction till 4 p.m. – as per the point 11 above.
 17. Aforti allows the cancellation of the transaction ordered by the User by making an opposite transaction for the same currency amount. In the event that the User originally purchased EUR 10,000 for PLN, the opposite transaction will be a sale of EUR 10,000 for PLN. If the User orders an opposite transaction, the settlement with Aforti is made with a net amount, i.e. Aforti indicates in the e-mail the amount that the User should immediately transfer to Aforti account or the amount that Aforti will credit the User's account.
 18. In special cases, Aforti has the right to demand from the User, and the User is obliged to provide additional explanations regarding his transaction within the deadline of 12 hours. Aforti may also request the submission of additional documents or declarations required under the Anti-Money Laundering and Terrorist Financing Act.
 19. Aforti shall not be liable for non-performance or improper performance of obligations under the contract for the provision of electronic services, insofar as the non-performance or improper performance of obligations is caused by circumstances beyond Aforti's control despite due diligence

(force majeure). In the event of force majeure, the performance of the services will be suspended for a period equal to the period of force majeure.

20. Aforti is not responsible for any damage suffered by the User related to errors committed by him, caused in particular by:
- sending by the User a transfer to an account other than the one indicated by Aforti,
 - incorrect configuration of the bank account by the User
 - for actions performed through the User's account by unauthorized persons, if such a situation occurred due to the User's fault.

§ 7

UNUSUAL SITUATIONS AND FORCE MAJEURE

- Notwithstanding the content of the remaining provisions of the Regulations, incl. par. 6 point 16, Aforti has the right, after prior notification to the User (via telephone or e-mail using the contact details provided by the User in the User's profile on the Platform), to cancel the User's transaction, but not later than until the earlier of the two dates: by 4.00 p.m. on the second business day after the day on which the User confirmed the exchange rate or until the transfer with funds after the exchange is completed is sent back to the account indicated by the User, in the event that any of the following situations occurs:
 - there is or is a risk that there will be extraordinary volatility in currency prices, loss of or significant reduction in liquidity in the currency market;
 - other extraordinary market events of the foreign exchange market;
 - Aforti made a transaction opposite to the User's transaction, in order to secure the User's transaction, which transaction was closed for any reason or its terms were significantly changed;
 - the User violates the provisions of the Regulations in any way.
- Force majeure is understood as a situation where, due to events beyond the control of Aforti, it is not possible to operate Aforti or the Aforti platforms in accordance with the rules set out in the Regulations. Force majeure means in particular:
 - occurrence of riots, strikes, lack of electricity, fire, lack of communication, natural disasters, armed conflicts;
 - introducing administrative restrictions on citizens that will have the effect of limiting access to the Aforti office;
 - events related to the occurrence of a terrorist attack;
 - destruction of Aforti's office or circumstances preventing Aforti from operating;
 - situations where currency quoting on particular markets has been suspended or terminated, or if for any reason a given market has been closed;
 - situations where specific requirements or rules have been imposed on a given market, preventing the execution of transactions in accordance with the existing, generally applied rules;
 - failure of IT systems for which Aforti is not responsible;
 - failure of computer equipment preventing the proper functioning of IT systems, for which Aforti is not responsible;
 - lack of internet connection due to failure on the part of the network provider or connection overload;

- 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 point 1 above, Aforti shall not be liable to the User for any difficulties, delays or non-fulfillment of obligations imposed on Aforti under the provisions of these Regulations.
 4. If the transaction is canceled for the reasons mentioned in point 1 above and in par. 6 point 16 above, Aforti retains the amounts or advances paid by the User so far to the extent that they are necessary at Aforti's discretion to cover any claims of the User against Aforti, Aforti's costs related to the conclusion of the User's transaction and the costs of fees, providing security or settlement of the security transaction for which mentioned in point 1 c above. In the remaining scope, the User's claims for a given transaction shall expire subject to point 5 below.
 5. In the event that the amounts or advances paid by the User are not sufficient to cover the costs and claims of Aforti towards the User, referred to in point 4 above, the User is obliged to pay the missing amount at the request and within the time specified by Aforti. In the event of non-payment on time, Aforti has the right to claim penalty interest in the amount of twice statutory interest on the missing amount, calculated from the due date, regardless of other rights that Aforti is entitled to under these Regulations and the law.

§ 8

PAYMENT SERVICES

1. Aforti, as an entity entered in the Register of Small Payment Institutions kept by the Polish Financial Supervision Authority, is entitled to perform in the territory of the Republic of Poland the payment service of a money transfer within the meaning of Art. 3 sec. 1 point 6 of the Payment Services Act of August 19, 2011 (Journal of Laws No. 199, item 1175, as amended).
2. A money remittance payment service shall consist of the transfer to the payee or other provider that accepts funds for the payee of funds received from the User or the acceptance of funds for the payee and their making available to the payee.
3. The User, when ordering the money transfer service, is obliged at the time of ordering the transaction to provide all necessary information related to the money transfer, including his / her own data and the data of a third party or third party to whom the money transfer is to be made in accordance with the provisions of § 2 (Provisions General) and in accordance with the provisions of § 5 (User Registration and Obligations under the Act on Counteracting of Money Laundering and Financing of Terrorism) and § 6 Currency Exchange Transactions of these Regulations.
4. The User and the third party for whom the User ordered the transaction are required to complete the full registration process provided for in these Regulations and accept its content.
5. All costs related to the initiation of a money transfer are borne by the User (in particular the cost of sending funds to Aforti), while the cost of transferring funds to a Third Party is borne by Aforti.
6. The User bears the costs incurred by Aforti as a result of the execution of a currency exchange transaction ordered by the User on the account of a third party in the event that the User provides incorrect data of a third party. Aforti may deduct the costs of handling such a transaction from the funds paid by the User.
7. Aforti's obligation towards the User expires when the transfer is made to the person or third party indicated by the User. The execution of a transfer is understood as debiting Aforti's bank account.
8. Aforti reserves the right to suspend or refuse the execution of a payment transaction, in particular due

to the cases specified in § 6 point 16 of these Regulations.

9. Aforti reserves that the payment service of the money transfer may be performed only on the territory of the Republic of Poland.

§ 9

TRANSACTION CONFIRMATION

1. In accordance with the Foreign Exchange Law, Aforti is obliged to provide the User with Proofs of purchase and sale of currencies for each transaction made on the Platform.
2. Aforti performs the obligation by placing, after the transaction, Transaction confirmations in PDF (Portable Document Format) in the "Operation history" tab in the User's menu on the Platform.
3. The free Adobe Acrobat Reader program is used to view the issued Proof of Sale, which the User will download and install on his own.
4. Proof of purchase and sale will be provided by Aforti Exchange in accordance with point 2 above.

§ 10

TECHNICAL REQUIREMENTS

1. Technical requirements necessary to work with the Aforti Platform:
 - a) a personal computer equipped with a network card or modem enabling access to the Internet,
 - b) Windows operating system (9x, 2000, XP and newer), Mac OS or Linux with a graphical environment,
 - c) a web browser that supports encrypted SSL connections, JavaScript applications and cookies,
 - d) Internet connection.
2. The User must have a mobile phone to confirm the implementation of selected services and an e-mail address in order to read e-mail correspondence with Aforti. To read e-mail messages, a program that reads files in PDF (Portable Document Format), which the User provides himself, is necessary.
3. Sending all data between the website at <https://www.afortiexchange.pl/account> and the User takes place via an SSL connection encrypted with a 256-bit key.

§ 11

PERSONAL DATA – 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 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 the repeal of Directive 95/46 / EC (hereinafter referred to as "GDPR") from the entry into application of the GDPR is Aforti Exchange SA with its seat in Warsaw, entered into the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number KRS 0000719620, NIP 9512360841, REGON 146332039, share capital PLN 18,068,000.00.

2. Users' personal data are processed in order to provide services offered by Aforti through the Platform, including the issuing and delivery of confirmations and bills for the purchase and sale of currencies, and for the proper implementation of the provisions of the Act of November 16, 2000 on anti-laundering, money and financing of terrorism (Journal of Laws of 2017, item 1049 as amended). In the event of voluntary consent, the User's personal data in the field of telephone number and e-mail address will be processed for the purpose of direct marketing by Aforti in accordance with art. 172 of the Act of July 16, 2004, Telecommunications Law (Journal of Laws of 2016, item 1489, as amended). Aforti creates a set of personal data called: Aforti Exchange Clients, submitted to the Inspector General for Personal Data Protection (GIODO).
3. Upon acceptance of these Regulations, the User agrees to the processing of his personal data by Aforti, in accordance with the terms of these Regulations.
4. The User has the right to access their personal data and correct them. Providing 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 August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922 as amended) along 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 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. about the region from which the connection comes).
7. Aforti has the right to make the provision of services to the User dependent on the prior confirmation of the compliance of personal data (including personal data of the third party referred to in section 6) with the documents necessary to confirm the identity, and in the case of business entities, institutions and associations - documents necessary to confirm the data identifying these entities.
8. In the absence of the required documents or documents raising reasonable doubts, Aforti will refuse to provide the service through the Aforti Exchange Platform.
9. Documents confirming identity, in the case of the execution of a transaction for an amount exceeding the equivalent of EUR 15,000.00, after the verification, may be submitted to the General Inspector of Financial Information (GIFI).
10. The User is obliged to inform Aforti immediately of any change of personal data in order to update it.
11. If the User fails to update the personal data, if they have changed, Aforti is entitled to suspend the provision of services to the User.
12. Aforti is entitled to share data and personal data only with entities authorized to do so under applicable law.
13. In order to maintain the security of transactions, from the moment the funds are credited to the User's Account until the funds mentioned are sent by Aforti, it is not possible to make any changes to the bank accounts defined by the User. Aforti does not have such a possibility either.
14. Aforti declares that, for security purposes, it does not send the password to access the Account to the e-mail address, and does not send an e-mail asking for the password to access the Account.
15. By registering on the Platform, the User may voluntarily consent to the use of personal data for the purpose of sending commercial information as part of direct marketing of Aforti products and services in accordance with art. 172 of the Telecommunications Law (Journal of Laws of 2016, item 1489, as amended) to the indicated telephone number and e-mail address and / or to provide their personal data to entities cooperating for marketing purposes.

16. Personal data obtained in connection with the provision of services will be stored for a period of 5 (say: five) years from the last login to the website. After this time, all data relating to the inactive user will be deleted.
17. The request to stop processing personal data by the User will result in the inability to provide services by Aforti.
18. Aforti reserves the right to entrust 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 provided will not use them for any purpose other than those described in § 10 point 2.
19. Information on any incidents or questions regarding the protection of personal data at Aforti should be sent to the e-mail address: iod@afortiholding.pl. The Data Protection Officer appointed by Aforti will immediately deal with the reported incident or answer the question.

§ 12

THE PROCESS OF CLOSING THE USER'S ACCOUNT

1. The User may at any time delete his Account on the Platform using the "delete account" option in the User Panel.
2. Aforti may at any time delete the User Account on the Platform without giving any reason or justification. In each such case, Aforti is obliged to settle the funds transferred by the User in advance.

§ 13

COMPLAINT PROCEDURE

1. The User may submit a complaint if the Services are provided not in line with the provisions of the Regulations or otherwise violate the provisions of applicable law.
2. The User is obliged to submit the complaint immediately after disclosing the underlying transaction, but not later than within 14 days from the date of the transaction, in writing to the correspondence address: Aforti Exchange S.A., ul. Chałubińskiego 8, 00-613 Warsaw or in electronic form to the e-mail address: biuro@afortiexchange.pl or via the contact form on the Aforti Exchange Platform.
3. The complaint should contain at least the User's specification and a description of the objections raised. If the data or information provided in the complaint need to be supplemented, before considering the complaint, the User will be asked to supplement this information in the required scope.
4. The company considers a complaint with the content specified in point 3 within 30 days from the date of its delivery.
5. The response to the complaint is sent only to the e-mail address assigned to the User's Account.
6. The detailed procedure and rules for dealing with Users' complaints are set out in the Procedure for considering complaints at Aforti Exchange S.A.

§ 14 FINAL PROVISIONS

1. The User may contact Aforti by e-mail by sending a message to the e-mail address: biuro@afortiexchange.pl.
2. The Users are informed by Aforti about any changes to the content of these Regulations by e-mail and by making the Regulations available on the Aforti Exchange Platform in the form of a uniform text before being introduced.
3. In the event that Aforti finds that the User undertakes illegal activities, related to the content of these Regulations or the purposes and interests of the Aforti Exchange Platform or other Users and good manners, in particular consisting in obtaining information from other Users, providing false personal data, persistent non-regulation obligations arising from concluded contracts, actions violating the personal rights of other Users and other actions that may cause damage to other Users or Aforti, Aforti is entitled to immediately stop providing services to this User, to block access to the User's account and return the previously paid funds to the User's account deducted for the costs of making a return transfer.
4. In each case of doubts as to the credibility of the data or presented documents confirming the transfer, Aforti may ask the User to provide additional documents and information or withdraw completely from the transaction.
5. In the event of suspicion of intentionally presenting false data or documents by the User in order to gain material benefit, Aforti has the right to freeze the value of funds partially paid in, or withhold payments for transactions carried out by the User. Withdrawals and frozen funds are suspended until the situation is fully resolved.
6. In connection with the obligation to counteract money laundering and counteracting the financing of terrorism, Aforti, when controlling transactions, including in particular payments of funds to the User's account, has the right to request in particular:
 - a) a document confirming the User's identity on the basis of separate provisions,
 - b) up-to-date excerpt from the court register or other document indicating the name (company), organizational form of the legal person or organizational unit and the manner and persons authorized to represent.
7. The Aforti Exchange platform may contain:
 - a) active links enabling Users to directly reach other websites, also administered by other entities. In the case of links referring to websites of other entities, Aforti reserves that it has no influence on the privacy policy of their administrators, or on the content of these websites;
 - b) active advertising banners,
 - c) advertisements, including multimedia, audiovisual, audio or only visual,
 - d) other promotional and advertising materials, including multimedia, audiovisual, audio or only visual.
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 services covered by these Regulations and as part of its business activities only on the territory of the Republic of Poland.
10. In the event of a discrepancy 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 out of or in relation to the interpretation of the provisions of these

AFORTI Exchange S.A.
ul. Chałubińskiego 8
00-613 Warszawa
+48 22 647 50 14
biuro@afortiexchange.pl

Regulations, the Parties undertake to resolve amicably. If it is not possible to settle the dispute amicably, the competent court to hear the case will be the local and substantive court competent for the seat of Aforti.