

AFORTI EXCHANGE Loyalty Program ("Regulations")

Article 1 Definitions

The terms used in these Regulations have the following meaning, unless the context requires otherwise:

1. **AFORTI EXCHANGE/Organizer** – AFORTI EXCHANGE with its registered office in Warsaw, at ul. Chałubińskiego 8, 00-613 Warszawa registered by the District Court for the capital city of Warsaw in Warsaw, the 12th Business Division of the National Court Register under No. KRS 0000719620, NIP: 9512360841, REGON: 146332039, share capital of PLN 18,068,000.00.
2. **Participant** – a person participating in the AFORTI EXCHANGE Loyalty Program, being a registered entity, using the Organizer's services on behalf and for the benefit of the Customer who joined the AFORTI EXCHANGE Loyalty Program in the manner described in these Regulations.
3. **Client** – a legal person; beneficiary of the services provided by the Organizer.
4. **Catalogue of Prizes /Catalogue** - a document specifying the list of Prizes and the number of Points that can be exchanged for a given Prize. The Catalogue is published on the Website.
5. **Prize** – any benefit in kind or in cash provided for in the Regulations, acquired by the Participants against the specific number of Points. Any Prizes for Participants will be awarded on the date specified in the Catalog and on the Website or until available in stock.
6. **Point/Points** – units of the AFORTI EXCHANGE Loyalty Program granted to the Participants on the principles set out in the Regulations.
7. **Point Balance** – the current number of Points available to the Participant, accumulated on account of participation in the AFORTI EXCHANGE Loyalty Program.
8. **Website** – a dedicated website at <https://afortiexchange.pl/loyalty-program>, used, inter alia, to publish communications concerning the Program, the Catalogue and the Program Regulations.
9. **Platform** - Aforti Exchange Internet platform run by Aforti at www.afortiexchange.pl/account enabling the use of electronic services provided by Aforti, including the Loyalty Program;
10. **Customer/Participant Account** - an account maintained for the Customer/Participant on the Aforti Exchange Platform under a unique login, constituting a set of data and information about the Customer's activities undertaken via the Aforti Exchange Platform. The account is available after registering at <https://www.afortiexchange.pl/account> and is used to manage data and issue currency exchange instructions, as well as to participate in the AFORTI Exchange Loyalty Program;
11. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ UE L 119, p. 1).

Article 2 General provisions

1. These Regulations and the Award Catalog define all the terms and conditions of participation in the

AFORTI EXCHANGE Loyalty Program organized by the Organizer.

2. The AFORTI EXCHANGE Loyalty Program is offered to residents in the countries in which the Organizer operates.
3. The AFORTI EXCHANGE Loyalty Program is intended to reward the Participants that purchase services offered by the Organizer and to promote and advertise the services of the Organizer.
4. The Prizes are funded by the Organizer.
5. If there is more than one Participant linked to the same Client – every single Participant collects the Points individually and has right to convert the collected Points into the Prizes.

Article 3

Duration

1. The AFORTI EXCHANGE Loyalty Program is carried out from January 11, 2022 for an indefinite period.
2. The Organizer may suspend or terminate the AFORTI EXCHANGE Loyalty Program.
3. The Organizer shall immediately notify the Participant of the suspension or termination of the AFORTI EXCHANGE Loyalty Program at least 30 days before the suspension or termination of the Program by:
 - a) e-mail address provided by the Participant;
 - b) announcement on the website of the AFORTI EXCHANGE Loyalty Program <https://afortiexchange.pl/loyalty-program/index>
 - c) announcement on the website of Aforti Exchange S.A. (<https://afortiexchange.pl/>).
4. In the event of suspension or termination of the AFORTI EXCHANGE Loyalty Program, the Organizer will specify the date of exchanging Points for Prizes and will inform about this date in the notification. After the expiry of the deadline, the exchange of Points will not be possible, and the accumulated Points expire.

Article 4

Terms and conditions of participation in the AFORTI EXCHANGE Loyalty Program

1. Only an adult with full legal capacity, authorised to act on behalf of the Client can become the Participant of the AFORTI EXCHANGE Loyalty Program.
2. The Participant may join the AFORTI EXCHANGE Loyalty Program provided that:
 - a) the Participant has opened an account on the Organizer's FX portal,
 - b) the Participant has used the currency exchange services via the Organizer's portal over the duration of the Program, for a one-off amount of at least EUR 1,000 (in words: one thousand EUR). In the case of crosstransactions (e.g. EUR/USD), the value is calculated after conversion of the transaction into EUR using the so-called conversion rate,
 - c) the Participant has provided consent to marketing communication via both e-mail and traditional mail.
3. The Participants may join and register for the AFORTI EXCHANGE Loyalty Program at <https://afortiexchange.pl/>. In order to join the AFORTI EXCHANGE Loyalty Program entitling to order and receive Prizes, the Participant submits the relevant instruction by selecting the option under the "Join the Program".
4. In case of any changes in the data provided by the Participant, the Participant should immediately correct

the data by logging to their account.

5. It is possible to join the AFORTI EXCHANGE Loyalty Program at any time over its duration.

Article 5

Accumulation of points in the AFORTI EXCHANGE Loyalty Program

1. The Participant who has joined the AFORTI EXCHANGE Loyalty Program may collect Points according to the rules set out in the Regulations and receive Prizes.
2. The Participant receives Points for the purchase of services, where for each currency exchange worth EUR 1,000, also converted from another currency, the Participant is entitled to 1 point assigned to the created Participant's account. The Program covers currency exchange services acquired from the beginning of the Program until its completion.
3. The Points are scored for the full thousands, rounded down.
4. The organizer has the right to increase the number of points awarded to participants for their activity.
5. The user will be informed by e-mail about receiving additional points for activity.
6. The number of Points is displayed in the "loyalty program" tab on the User platform of Aforti Exchange.
7. Points are valid for 3 years from the date of their granting during the AFORTI EXCHANGE Loyalty Programme, but not longer than until the end of the Loyalty Programme, which means that points not used by the Participant within 3 years expire with the expiry of the said period or on the date of termination program.
8. Points accumulated on one account and assigned to a Participant may not be transferred in any way to another Program Participant.
9. In the event of a justified suspicion that the Points have been awarded for the services not actually purchased or to persons not authorized to collect them in accordance with these Regulations, the possibility of exchanging the Points for the Prizes is suspended, or the delivery of the Prize is suspended until the case is solved. The suspension referred to above only pertains to the Points in respect of which there is a reasonable suspicion as stated in the first sentence. The effects of a breach of the Regulations are set out in Article 11 of the Regulations.
10. The Points awarded as part of the Program may be used only in the manner specified in the Regulations.

Article 6

Referral of the Business Partner

1. The Participant of the Loyalty Program will receive additional 100 Points as a bonus for referral of his Business Partner provided that:
 - a) The Participant has provided on the Website the information about the company, which has not been registered as the Organizer's Client yet,
 - b) The referred by the Participant company will complete the registration process on the Organizer's Website,
 - c) The referred by the Participant company will execute on the Website the FX transaction in the amount of minimum EUR 3.000 (in words: three thousand) EUR (in case of so called cross FX transactions – the value is calculated after conversion of the transaction into EUR using the so-

called conversion rate).

2. The Participant of the Loyalty Program will receive additional 1000 Points as a bonus for referral of his Business Partner provided that:
 - a) The Participant has provided on the Website the information about the company, which has not been registered as the Organizer's Client yet,
 - b) The referred by the Participant company will complete the registration process on the Organizer's Website,
 - c) The referred by the Participant company will execute on the Website the FX transaction in the amount of minimum EUR 100.000 (in words: hundred thousand) EUR (in case of so called cross FX transactions – the value is calculated after conversion of the transaction into EUR using the so-called conversion rate).
3. Once the above pre-conditions are met – the bonus Points will be added to the Participant's Point Balance.

Article 7

Exchange of Points for Prizes

1. The Participants may only exchange points for the Prizes in the Catalogue in effect at the time of placing the order for the Prize and on the terms set out in the Regulations.
2. The offer from a given Catalogue is valid only for the period of validity of the Catalogue. The orders for the Prizes shown in the given Catalogue may be placed only during its validity.
3. The Organizer reserves the right to make changes to the Catalogue. A new Catalogue is announced on the Website along with the date of entry into force of the new Catalogue.
4. The Participant may place orders and request the exchange of the Points for the Prizes provided that the Participant has accumulated a sufficient number of Points, corresponding at least to the number of Points assigned to a given Prize.
5. The exchange of the Points reduces the Point Balance of the Participant by the number of Points assigned to a given Prize in the Catalogue. The balance is reduced at the time the Participant orders a Prize.
6. The Organizer may stop offering a given Prize or withdraw it from the Catalogue at any time for important reasons:
 - a) if it is necessary to protect safety of the Participants or other persons (e.g. if the Prize proves to be a dangerous product);
 - b) if such an obligation arises from the law;
 - c) if offering a given Prize may be detrimental to the good reputation of the Organizer or a third party;
 - d) if the product constituting the Prize has been withdrawn from the market or is no longer available.

Article 8

Prize orders and their execution

1. The Participant orders the Prizes by placing an order via the Website <https://afortiexchange.pl/> by selectin the Prize from the Catalogue.
2. Material prizes ordered by the Participant will be delivered to the address indicated by the Participant in

www.afortiexchange.pl

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- the order, within the territory of the Republic of Poland or will be issued to the Participant at the Organizer's headquarters.
3. If the Participant chooses the option of delivering the Prize to the address indicated by the Participant, the Prizes will be delivered directly by entities in which Aforti Exchange S.A. purchases Prizes.
 4. The prizes in cash will be transferred to the Participant in a manner individually agreed with the Organizer, account being taken of the provisions of Section 11 below.
 5. Unless the Organizer and the Participant have agreed on a different date of delivery, the Organizer will deliver the ordered Prize within 60 days from the date of the order.
 6. The Organizer may charge fees for the transportation, delivery, postal and courier services related to the execution of orders for the Prizes. The Participant will be informed of the obligation to pay the fees and the amount thereof in a manner required by the law, when the Participant expresses the intent to execute the order at the latest.
 7. An order or a direct collection of the Prize by a Registered Participant is deemed to constitute a statement by the Participant that he/she is entitled to collect the Prize in accordance with the provisions of the Regulations.
 8. After ordering the Prize, the Participant will see the confirmation of the Prize order on the Website <https://afortiexchange.pl/>.
 9. Upon receipt of the Prize, the Registered Participant is obliged to acknowledge receipt of the Prize:
 - a) in writing by registered mail to the address of the registered office of Aforti Exchange S.A. i.e. ul. Chałubińskiego 8, 00-613 Warsaw
 - b) electronic by marking the appropriate field on the main screen after the Participant logs in to the platform (account) of the Organizer's Customers.
 10. If the Participant does not confirm receipt of the Prize within 3 months from the date of receiving the Prize, the Organizer will contact the Participant at the telephone number provided when creating the account by the Customer on the Organizer's Portal.
 11. If issuing the Prize becomes impossible due to circumstances for which the Organizer or the Participant are not responsible, the Organizer shall immediately notify the Participant of this circumstance. In such a situation, the Organizer is obliged to return the Points and the surcharge, if the aforementioned impossibility concerns the Prize with the surcharge. However, the Participant will be able to decide that instead of the return referred to in the preceding sentence, he will choose a substitute Prize proposed by the Organizer for the Prize whose issue has become impossible.
 12. The basis for the execution of the order and the receipt of the Prize is the settlement of the Participant's obligations towards the Organizer.
 13. The Prizes delivered to natural persons are subject to personal income tax in the amount of 10% of the value of the received Prize (Article 20(1) of the Personal Income Tax Act). The cost of the tax is borne by the Participant who is obliged to pay the applicable tax to the Organizer before the Prize is awarded (41(7)(1) of the Act on Personal Income Tax) The Organizer undertakes to pay the tax due to the competent tax office by the 20th day following the month in which the tax was collected. The amount of tax due will be settled between the Organizer and the Participant by setting off mutual receivables to a lower value, i.e. the value of the tax against the value of the Prize in cash, which will be confirmed by a

separate document signed by both parties when the Prize is delivered. Any potential difference between mutual claims after the set-off will be settled in a mutually agreed manner.

Article 9

Protection of personal data of the Participant

1. AFORTI EXCHANGE with its registered office in Warsaw, at ul. Chałubińskiego 8, 00-613 Warszawa registered by the District Court for the capital city of Warsaw in Warsaw, the 12th Business Division of the National Court Register under No. KRS 0000719620, NIP: 9512360841, REGON: 146332039, share capital of PLN 18,068,000.00 is the controller of the personal data of the Participant.
2. The Organizer informs that the personal data of the Participant need to be processed in order to perform the agreement concluded between the Participant and the Organizer concerning the participation in the AFORTI EXCHANGE Loyalty Program. Therefore, in order to participate in the AFORTI EXCHANGE Loyalty Program at the registration stage the Participant must provide his/her personal data.
3. It is possible to contact the Data Protection Officer via e-mail at iod@afortiholding.pl or mail, by sending a letter to the address of the Organizer's registered seat, with the note: "Personal Data Protection Officer".
4. The Participant's personal data are processed in order to carry out the AFORTI EXCHANGE Loyalty Program and the purposes stemming from legitimate interests pursued by the Organizer, in particular:
 - a) processing of the Participant's personal data in order to calculate the Points for the services purchased,
 - b) statistical analyses,
 - c) direct marketing of the Organizer's own products or services,
 - d) handling complaints,
 - e) possible contact with the Participant in case there are reasonable doubts that the Points have been awarded for services not actually purchased, including in particular the prevention of fraud, or lack/faulty payment for the transactions.
5. The processing of the Participant's personal data by the Organizer for the purposes indicated above is performed pursuant to Article 6(1)(f) of GDPR, i.e. for the purposes of the legitimate interests pursued by the Controller or a third party.
6. The Organizer may disclose the Participant's personal data to entities cooperating with the Organizer (data recipients) during the implementation of the AFORTI EXCHANGE Loyalty Program on the basis of data processing agreements, in accordance with the applicable legal regulations on the protection of personal data, in particular to entities providing postal or courier services intended to deliver the Prizes or correspondence, or to other entities if it is necessary to fulfil the purposes specified in the Regulations.
7. The Participant's personal data are processed for the duration of the agreement between the Participant and the Organizer regarding the participation in the AFORTI EXCHANGE Loyalty Program, and until the expiry of mutual claims resulting from this agreement.
8. If the Participant gives additional consent, the Organizer may process his/her personal data for the purposes of promotion and marketing of products or services offered by the Organizer and its partners,

which in consequence means that the Organizer will be able to offer products or services of partners to the Participant. The consent referred to in this Section will not entail the disclosure of the Participant's personal data to the partners.

9. If the Participant grants additional consent to the provision of commercial information by electronic means, the Organizer may provide the Participant with commercial information within the meaning of the Act of 18 July 2002 on Electronically Supplied Services (uniform text, Journal of Laws of 2019, Item 123) via means of electronic communication, in particular by sending commercial information via e-mail, SMS/MMS, PUSH messages to the e-mail address or mobile phone number provided by the Participant. Furthermore, if the Participant expresses the additional voluntary consent in accordance with Article 172 of the Act of 16 July 2004, Telecommunication Law (uniform text, Journal of Laws of 2018, Item 1954, as amended), the Organizer will be able to use telephone terminal devices and automatic calling systems for direct marketing purposes.
10. The Participant who provided the consent or consents referred to in Sections 9 and 10 above has the right to withdraw such consent or consents to data processing at any time. Such withdrawal of consent will not affect the compliance with the law of the processing of the Participant's data performed on the basis of the consent granted before the withdrawal.
11. The Controller does not intend to transfer the Participants' data to a third country (outside the European Economic Area) or international organizations. The Controller will not use automated decision making, including profiling. Subject to the applicable law, each Participant has the right to access his/her personal data, the right to receive a copy of the data, the right to correct them, demand their removal or restrict their processing. Furthermore, every Participant has the right to object to the processing of personal data on the basis of the Controller's legitimate interest, specifying the specific situation that justifies the cessation of the processing of the relevant data. The Controller will cease to process the Participants' personal data for these purposes unless it proves that the grounds for processing by the Controller take precedence over the rights of the Participants or that the Participants' personal data are necessary for it to establish, assert or defend claims.
12. Every Participant has the right to lodge a complaint to the supervisory authority, which in Poland is the President of the Office for the Protection of Personal Data, in case he/she considers that the processing of personal data violates the regulations on personal data protection.

Article 10.

Exclusion from the AFORTI EXCHANGE Loyalty Program

1. In case the Organizer identifies a gross violation of the Regulations by the Participant, the Participant may be excluded from the AFORTI EXCHANGE Loyalty Program with immediate effect.
2. The organizer has the right to exclude the participant from participation in the loyalty program due to other promotions received by the participant.
3. The excluded Participant will be immediately notified by the person designated by Aforti Exchange and the reasons for such decision.
4. The decision to exclude a Participant may be appealed against by way of a complaint according to the rules specified in Article 11 of these Regulations.

Article 11.

Complaint proceedings concerning performance of the AFORTI EXCHANGE Loyalty Program

1. Any complaints regarding the performance of the Program (in particular concerning the way the Points are awarded and the exchange of the Points for the Prizes) may be submitted within 48 hours from the occurrence of the disputed issue to the Organizer's address using the electronic form which is available on the Website.
2. The complaint should contain data that enable the person submitting the complaint to be effectively informed about the manner the complaint is handled.
3. Subject to other provisions of the Regulations, the Organizer reviews the complaints within 30 business days of their submission to the Organizer.
4. Subject to other provisions of the Regulations, complaints are considered by the Organizer within 14 working days from the date of their submission to the Organizer.
5. Complaints regarding physical or legal defects of the received Prizes are considered in accordance with the provisions of the Civil Code on warranty for defects. In the case referred to in Art. 561(2) § 1 of the Civil Code, the defective Prize should be delivered at the Organizer's expense to the address indicated by the Organizer.
6. If the Participant who is a Consumer, on the basis of the provisions on the warranty for defects, requests the replacement of the Prize or removal of the defect or submits a statement on reducing the Price, specifying the amount by which the Price is to be reduced, and the Organizer does not respond to this request within 14 days, it is considered that the Organizer considered this request justified.
7. The reduction of the price should be understood as the return of some of the Points for re-use in the AFORTI EXCHANGE S.A. Loyalty Program.
8. A Participant who is a Consumer who wants to get help in settling a complaint may turn to the municipal or poviát consumer ombudsman, providing free assistance and advice on the protection of Consumer interests.
9. Regardless of the rights resulting from the warranty for defects, the Participant may exercise the rights resulting from the guarantee, if it has been granted for a given Prize.
10. If a guarantee has been granted for a given Prize, information on how to exercise the rights arising from the guarantee and the responsible entity (guarantor) are included in the guarantee statement (e.g. in the guarantee document attached to the Prize, if the given Prize is covered by the guarantee).
11. The guarantee does not exclude, limit or suspend the Participant's rights under the provisions on the warranty for defects in the Prize.

Article 12

Final Provisions

1. The Organizer reserves the right to amend these Regulations, the Catalogue for important reasons and to the extent resulting from an important reason justifying the amendment.
2. The Participant may resign from participation in the AFORTI EXCHANGE Loyalty Program at any time by giving an appropriate notice to the Organizer. Promptly after the resignation from the Program, the

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Points accumulated by the Participant and not used by the time of resignation will be cancelled.

3. The Organizer shall provide the Participant of the AFORTI EXCHANGE Loyalty Program with the amended Regulations via e-mail to the e-mail address provided by the Participant or through visible information after logging into the Participant's account. Information about the change in the Regulations will also be announced on the website of the AFORTI EXCHANGE Loyalty Program <https://afortiexchange.pl/loyalty-program/index>.
4. The Participant may resign from participation in the AFORTI EXCHANGE Loyalty Program at any time by submitting an appropriate notice to the Organizer. Immediately after resignation from the Program, the Points accumulated by the Participant and those unused until the resignation will be cancelled.
5. The Regulations are available to Participants, in particular at the Organizer's office and on the Website.
6. The Regulations apply from January 1, 2023.