

# Additional Rules and Regulations for the provision by Walutomat.pl of the Payment Account crediting service via PayPal®

## § 1. General provisions

1. These Rules and Regulations (hereinafter referred to as the „**Additional Rules and Regulations**”) set out the specific terms and conditions of the payment service consisting in the crediting of the Payment Account by the Operator with the amount of funds transferred by the User as a result of the execution of a funds transfer under the Topping-up Service. The payment service provided by the Operator on the basis of these Additional Rules and Regulations is hereinafter referred to as the „Additional Service”.
2. For the purposes of these Rules and Regulations:
  1. Operator - means Currency One SA with its registered office in Poznań at Szyperska 14, 61-754 Poznań, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Poznań Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register under the following number 0000402723, Tax Identification Number (NIP): 7831684097, State Statistical Number (REGON) 301920555, with share capital of PLN 3,450,000 (fully paid-up).
  2. PayPal - means PayPal (Europe) S. à r.l. et cie, S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg;
  3. Topping-up Service - means the payment service provided by PayPal consisting of the transfer, within the PayPal payment system, of funds from the User, who is a PayPal payment system user, to the Operator, who is a PayPal payment system user.
3. The Additional Rules and Regulations are available at: <https://www.walutomat.pl/regulaminy/>.
4. Unless the Additional Rules and Regulations give them a different meaning, all capitalised terms shall be construed in accordance with the definitions adopted in the Regulations.

## § 2. Special conditions

1. The Additional Rules and Regulations shall be in force indefinitely from 25.07.2022. At the same time, the Operator reserves the right to decide to discontinue the provision of the Additional Rules and Regulations under the procedure referred to in § 4.1 and 4.2 below.
2. The Additional Service may only be used by Users of payment services provided by the Operator, i.e. persons who are a party to the framework agreement within the meaning of the Rules and Regulations and who, in addition, meet all of the following conditions:
  - a. have accepted, in accordance with paragraph 3 below, the content of the Additional Terms, unless the use of the Additional Service by the User thereof is preceded by the User providing, in accordance with paragraph 4(b) below, a statement of cancellation of the Additional Service or by the User terminating the Framework Agreement in its entirety, in accordance with paragraph 4(a) below;

- b. have their permanent residence or registered office solely within the European Economic Area (EEA), i.e. in the countries of the European Union and in Iceland, Norway and Liechtenstein;
    - c. have an active PayPal account and can therefore instruct PayPal to transfer funds to the Operator as part of the Topping-up Service.
3. The User of payment services provided by the Operator may express his or her wish to use the Additional Service by accepting the Additional Rules and Regulations using the functionality of the Website. Upon acceptance of the Additional Rules and Regulations, its content becomes an integral part of the Agreement previously concluded between the User and the Operator in accordance with the provisions of the Rules and Regulations.
4. The User may cancel the use of the Additional Service:
  - a. by terminating the Agreement in its entirety, i.e. in respect of all types of payment services provided by the Operator, made in accordance with § 57 of the Rules and Regulations,
  - b. or by making a declaration, in accordance with § 57 (1) and (2) of the Rules and Regulations, of a partial termination of the Agreement only to the extent relating to the Additional Service, which declaration shall result in the User resigning from the possibility of using the Additional Service while remaining a party to the Agreement in respect of other payment services provided by the Operator to that User.
5. Neither the Additional Service nor the Topping-up Service may be used to make the verification transfer referred to in § 7.1.8 of the Rules and Regulations.
6. The additional service is only available for the following currencies: PLN, EUR, USD, CHF, GBP. The above means that the Operator accepts payments for crediting the Payment Account made under the Topping-up Service only in the currencies in question. If, as part of the Replenishment Service, the User transfers funds to the Operator in another currency, the Operator shall not credit the Payment Account with such amount, but shall return such payment to the User via PayPal payment system within no more than 14 Business Days of receipt. Any costs associated with the refund will reduce the amount of the refund.
7. The Operator shall charge the fee specified in the Additional Service Rules for the provision of the Additional Service. The remuneration for the Additional Service does not exclude the Operator's entitlement to charge the fees and commissions specified in the Table of Fees and Commissions attached as Appendix 1 to the Rules and Regulations for the provision of the services provided for in the Rules and Regulations.
8. The amount of the fee for the Additional Service depends on:
  - a. the type of currency to be transferred within the Topping-up Service in which the Payment Account will be credited, and
  - b. the amount of the declared payment (within the meaning of § 3 section 1 letter a).
9. The fee is added to the amount of the declared payment and is as follows:
  - a. 1.5% of the amount referred to in point 8(b). - rate for a payment in EUR, PLN;
  - b. 1.8% of the amount referred to in point 8(b). - rate for a payment in USD, CHF, GBP.

This means that the User's account with PayPal will be debited with the amount of the Declared Deposit plus the value of the fee referred to above.

This provision is a special condition in relation to the Table of Fees and Charges, attached as Appendix 1 to the Rules and Regulations.
10. In order to use the Additional Service, the User shall, within the PayPal payment system, transfer funds, the amount of which shall be equal to the amount of the Declared Deposit, plus the fee referred to in section 7-9.
11. Under the Additional Service, the Operator acts as the User's supplier, maintaining the Payment Account, crediting that Payment Account with the amount resulting from the Additional Service.

12. In the context of the Topping-up Service, the Operator acts as the recipient of the funds and PayPal acts as the provider of the recipient. The Operator is not the provider of the Topping-up Service.

### **§ 3. Implementation of the Additional Service in connection with the Top-Up Service**

The implementation of the Additional Service shall proceed as follows:

1. The crediting of the Payment Account under the Additional Service, as a result of using the Topping-up Service, is carried out as follows:
  - a. The User, using the relevant functionality of the User Account, specifies the amount, in the relevant and available Additional Service currency, that he or she would like to credit (bring to credit) to the Payment Account („**Declared Deposit**”) and then expresses his or her willingness to use the Additional Service to credit the Payment Account with this amount; The User expresses his or her willingness to use the Additional Service by selecting PayPal as the transfer method for the Declared Deposit and by accepting these Additional Rules and Regulations; Acceptance of the Additional Rules and Regulations is only necessary if it is the first time the User intends to use the Additional Service, unless the Additional Service has already been discontinued under the terms of § 4 of the Additional Rules and Regulations after its Acceptance. In this case, a renewed acceptance of the Additional Terms is necessary.
  - b. Based on the amount of the Declared Contribution, the User is informed of the amount of the charge, as well as the total amount (Declared Deposit plus the amount of the charge), subject to transfer as part of the Topping-up Service.
  - c. Once the User has expressed his/her wish to use the Topping-up Service, he/she is redirected to the PayPal payment system page, where he/she authorises the payment order for the Topping-up Service in accordance with the terms and conditions provided for in the agreement linking him/her to PayPal. The User's funds allocated for the Topping-up Service shall be blocked in PayPal for the duration of the transaction verification referred to in section 1.d below, but for a maximum of 10 business days.
  - d. Upon receipt by the Operator from PayPal of information on the availability of funds referred to in section 1.c above, the Operator shall verify the transaction in terms of its compliance with the Rules and Regulations and the Additional Rules and Regulations (in particular, it shall be verified that the User meets the conditions referred to in § 2 sections. 2, 5 and 6 of the Additional Rules).
  - e. Upon positive completion of the verification procedure and crediting of the Operator's account in PayPal payment system with the total amount referred to in section 1.d., the Operator shall credit the Payment Account with the amount of the Declared Deposit, in the respective currency - the credit shall take place immediately after positive completion of the positive verification procedure and crediting of the Operator's account in PayPal payment system. In the event of a negative verification, the blocking of the funds referred to in section 1.c above shall be removed by PayPal on the terms and within the time limits provided for by PayPal.
2. PayPal, when providing the Topping-up Service, may charge payment processing fees according to its own price list. Information on the amount of such fee shall be provided to the User at the time of submitting a payment order within the Topping-up Service within the PayPal interface.

The Operator shall not be the beneficiary of such a fee, which is due solely to PayPal.

3. Irrespective of the right provided for in section 1.e, and the rights provided for in the Rules and Regulations, the Operator reserves the right not to accept, for valid reasons, the payment of funds to be made as a result of the transfer of funds within the Topping-up Service to credit the Payment Account. This shall occur in particular when the procedures applied by the Operator in connection with the provision of services indicate a risk that such payment is connected with:
  - a. fraudulent transactions,
  - b. money laundering,
  - c. terrorist financing,
  - d. where there is reasonable doubt as to the ownership of the User's PayPal account.
4. In the situation indicated in section 3 above, the Operator shall return the paid amount in a manner corresponding to the method of making the payment.
5. Notwithstanding section 3 above, in the case of the Topping-up Service, the PayPal may also refuse to execute a payment transaction for reasons specified and indicated by it. In such a case, PayPal shall immediately refund the amount received in the manner resulting from their documentation.
6. Credits to the Payment Account within the framework of the Topping-up Service, in connection with the use of the Topping-up Service, have a maximum one-time limit of €10,000 and a maximum monthly limit of €15,000. In the case of deposits in other currencies, the amount shall be converted into EUR at the exchange rate of the National Bank of Poland (NBP), as per Table A, from the day preceding the deposit made under the Topping-up Service. A change of the limits referred to in this section constitutes an amendment to the Additional Rules and Regulations.
7. The Operator may impose limits on the transfer of funds under the Topping-up Service that differ from the limits set by PayPal under the Topping-up Service.

#### **§ 4. Discontinuation of the Additional Service**

1. The Operator may terminate the Agreement in its entirety, thus also including the services provided under the Additional Rules and Regulations, in accordance with the provisions of § 57 of the Rules and Regulations.
2. The Operator shall also be entitled to partially terminate the Agreement only insofar as it relates to the Additional Service, which termination shall have the effect of depriving the User of the possibility to use the Additional Service while the User retains his/her status as a party to the Agreement with regard to other payment services provided by the Operator to the User, if:
  - a. The Operator determines that the User is using the Additional Service in violation of the Rules and Regulations, the Additional Rules and Regulations, including in particular the provisions contained in § 2 item. 2 and 6 of the Additional Rules and Regulations of the law or rules of fair trading;
  - b. The Operator determines that in connection with the use of the Additional Service or the Topping-up Service, the User has provided false data or information or has used false, forged or invalid documents;
  - c. guidelines from governmental authorities or recommendations by such authorities require the termination of cooperation in connection with the provision of the Additional Service to you;
  - d. ascertaining or having a reasonable suspicion that the User is using the Additional Service or the top-up service for the purpose of committing illegal acts or that the User's use of these services poses a risk to the security, in particular economic or IT security, of other Users, the Operator or third parties,
  - e. further provision of the Additional Service will be impossible for reasons attributable to PayPal.

3. The provisions of § 57 of the Rules and Regulations, i.e. the provisions concerning the complete termination of the framework agreement, shall apply mutatis mutandis to the partial termination of the framework agreement as referred to in paragraph 2 above.

## **§ 5. Final provisions**

1. The provisions of the Rules and Regulations regarding amendments to the framework agreement, i.e. § 64 of the same shall apply to changes to the Additional Rules and Regulations.
2. The intention to discontinue the Additional Service is treated as an amendment to the terms and conditions of the Agreement concluded between the Operator and the User who has accepted the Additional Rules and Regulations, so the provisions on amendments to the Rules and Regulations shall apply accordingly to the revocation of the Additional Rules and Regulations.
3. To the extent not covered by the Additional Rules and Regulations, the provisions of the Agreement arising from the Rules and Regulations and the provisions of generally applicable law, including those contained in the Act, shall apply accordingly.
4. If there is a conflict between the provisions of the Additional Rules and Regulations and the provisions of the Rules and Regulations, the provisions of the Additional Rules and Regulations shall prevail in respect of the Additional Service.