TERMS AND CONDITIONS OF THE “1 GB eSIM for 1 grosz” PROMOTION

§1. General Provisions

1. These terms and conditions (hereinafter referred to as the “Terms and Conditions”) set forth the terms and rules of the promotion titled “1 GB eSIM for 1 grosz” (hereinafter referred to as the “Promotion”).
2. The organizer of the Promotion is Currency One S.A., with its registered office in Poznań, at ul. Szyperska 14, 61-754 Poznań, entered in the Register of Entrepreneurs maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000402723, NIP 7831684097, REGON 301920555, share capital of 3,450,000 PLN (fully paid up), a domestic payment institution entered in the register of payment services maintained by the Polish Financial Supervision Authority under number IP33/2015, hereinafter referred to as: “Organizer,” which operates the Walutomat.pl website (hereinafter referred to as the “Website”) and the Walutomat.pl mobile app (hereinafter referred to as the “App”).
3. This promotion applies to the eSIM Service offered through the Organizer (acting as an Intermediary) and provided by LotusFlare Inc., d/b/a Nomad eSIM, a Delaware corporation, with its principal place of business at 2350 Mission College Blvd, Suite 1050, Santa Clara, CA 95054, USA (hereinafter referred to as the “Provider” or “Nomad eSIM”)—the provider of the eSIM service (data plans) and related electronic communication services. The Organizer’s role is limited to technical and payment intermediation in accordance with the terms set forth in the Terms of Sale; the contract for the provision of eSIM services is concluded directly between the Participant and the Provider.
4. The Organizer declares that the Promotion is not a game of chance, a raffle, a betting scheme, a promotional lottery, a game whose outcome depends on chance, or any other form of activity regulated by the provisions of the Act of November 19, 2009, on Gambling.
5. Capitalized terms used in these Terms and Conditions that are not separately defined shall have the meanings assigned to them in the Terms of Sale for the eSIM Service available at: https://www.walutomat.pl/warunki-sprzedazy-esim/ (hereinafter referred to as the “Terms of Sale”) and the Website Terms of Service available at: https://www.walutomat.pl/regulamin/ (hereinafter referred to as the “Website Terms of Service”).
6. In matters not covered by the Terms of Service, the Terms of Sale, the Website Terms of Use, and generally applicable laws shall apply, including the provisions of the Civil Code and the Act of May 30, 2014, on Consumer Rights.

§2. Duration and Scope of the Promotion

1. The Promotion runs from August 10th, 2026 to November 30th, 2026 (hereinafter referred to as the “Promotion Period”), but no longer than until the pool of Promotional Packages for a given country, as referred to in §4(4), is exhausted.
2. The promotion covers 1 GB data packages (hereinafter referred to as “Promotional Packages”) intended for use in the following countries: Albania, China, Montenegro, Egypt, Georgia, Japan, Morocco, Mexico, Singapore, the United States, Thailand, Tunisia, Turkey, Ukraine, the United Kingdom, and Vietnam.
3. Detailed parameters of the Promotional Package—including the Validity Period, Activation Window, coverage country, and supported carriers—are displayed in the App prior to purchase. Participants should review the parameters of the Promotional Package before purchasing it.

§3. Promotion Participants

1. The Promotion is intended for all Website Users (hereinafter referred to as "Participants") who, during the Promotion Period, meet the conditions for participation in the Promotion specified in these Regulations.
2. The purchase of a Promotional Package requires meeting the conditions for purchasing the eSIM Service specified in the Terms of Sale and the Website Terms of Service, including having an active User Account with a status that allows for transactions (verification successfully completed) and funds in the Wallet in the appropriate currency and amount.
3. Participation in the Promotion is voluntary. Participation in the Promotion occurs upon acceptance of the Terms of Service within the App when purchasing the Promotional Package and signifies that the Participant has read the Terms of Service and accepts its provisions.
4. A Participant’s purchase of a data package under standard terms (outside the Promotion) during the Promotion Period does not deprive the Participant of the right to participate in the Promotion.

§4. Promotion Rules

1. The Promotion consists of allowing the Participant to make a one-time purchase of a single Promotional Package at the promotional price of 0.01 PLN (in words: one grosz) gross.
2. Each Participant may purchase only one Promotional Package as part of the Promotion.
3. The purchase of a Promotional Package takes place exclusively within the App, as described in §6 of the Terms of Sale, and payment is made using funds stored in the Participant’s Wallet.
4. The number of Promotional Packages is limited: 50 (fifty) Promotional Packages are available for each of the countries listed in §2(2). The pools of Promotional Packages

are calculated separately for each country. The ability to purchase at the promotional price is determined by the order in which orders are successfully paid for.

5. Once the pool of Promotional Packages for a given country is exhausted, the Promotion ends for that country, even before the end of the Promotion Period. Promotional Packages for which the contract has been canceled are not returned to the pool.
6. Information regarding the availability of the promotional price displayed on the Website or in the App may be updated with a delay relative to the actual status of the Promotional Package pool. The availability of a Promotional Package at the time the Organizer's system accepts the order is binding. If, at the time of placing an order, the supply of Promotional Packages for a given country has already been exhausted or the Promotion Period has expired, the order at the promotional price will not be accepted, and the Participant will be notified accordingly; the Participant may then purchase a data package under standard terms and conditions.
7. This promotion cannot be combined with other discounts or promotions organized by the Organizer.
8. The rights arising from the Promotion may not be exchanged for cash or transferred to third parties.

§5. Withdrawal from the Contract, Refunds, and Complaints Regarding the Promotional Package

1. The purchase and use of the Promotional Package are governed by the provisions of the Terms of Sale, including those regarding the Consumer's right to withdraw from the contract (§10 of the Terms of Sale) and complaints (§12 of the Terms of Sale), subject to the exceptions set forth in the following paragraphs.
2. The Promotional Package is not subject to the Provider's return policy referred to at in §11 of the Terms of Sale (voluntary return of the package). According to , this provision does not limit the Consumer's right to withdraw from the contract (paragraph 3), the Subscriber's rights arising from the non-conformity of the service or digital content with the contract, or the right to file a complaint.
3. The Consumer has the right to withdraw from the contract under the terms set forth in §10 of the Terms of Sale. Due to the nature of the eSIM Service, prior to making a purchase, the Consumer expressly requests that the provision of the service (provision of the eSIM card and the LPA Code) before the expiration of the withdrawal period and acknowledges that once the service has been fully provided (and in the case of digital content—upon commencement of its delivery with the Consumer's express consent), the Consumer will lose the right to withdraw from the contract.
4. In the event of a valid withdrawal from the contract or a favorable resolution of a complaint at resulting in a refund, the Participant is entitled to a refund of the amount actually paid by them, i.e., 0.01 PLN. The Participant is not entitled to a refund of the portion of the price covered by the Organizer in accordance with §4(1).

§6. Rights and Obligations of Participants

It is the Participant's obligation to comply with the provisions of these Terms and Conditions, the Terms of Sale, and the Website Terms of Use, under penalty of exclusion from participation in the Promotion in the event of a violation of the provisions of these Terms and Conditions or other general standards, such as conduct that is contrary to applicable law, social norms, and moral standards, is socially unacceptable, or violates the rules of etiquette.

§7. Rights and Obligations of the Organizer

1. The Organizer reserves the right to exclude Participants from participation in the Promotion and, in extreme cases, to block participation in the Promotion for those Participants who violate the provisions of these Terms and Conditions, in particular those who take actions aimed at circumventing the restrictions referred to in §3(1) and §4(2) (e.g., by registering more than one User Account).
2. In the event of force majeure or any other circumstance beyond the Organizer's control, the Organizer reserves the right to extend, shorten, suspend, interrupt, or cancel the Promotion. In such a case, the Organizer will inform Participants of the reasons for the changes and propose an alternative form of the promotion that will not worsen the existing terms of participation.
3. The Organizer is not a provider of eSIM services or electronic communications services. The Provider is responsible for the provision of eSIM services—including the provision of an eSIM profile, card activation, coverage, quality, continuity, and availability of data transmission—in accordance with the terms set forth in the Terms of Sale and the Nomad eSIM Terms and Conditions.
4. The Promotion Organizer is not liable for: a) any technical issues, particularly those related to the operation of internet service providers, that could affect the fulfillment of the conditions for participation in the Promotion, b) internet connections, particularly for any interruption, suspension, or distortion of such a connection, c) the Participant's device being incompatible with eSIM technology or with a specific Data Plan (§4 of the Terms of Sale).
5. The above provisions do not exclude or limit liability to the extent that mandatory provisions of law, including consumer protection laws, do not permit such exclusion or limitation.

§8. Personal Data

1. The controller of Participants' personal data is Currency One S.A. (KRS 0000402723, NIP 7831684097, REGON 301920555), ul. Szyperska 14, 61-754 Poznań. Contact the Data Protection Officer at: iod@currency-one.com.
2. The scope of data processed as part of the Promotion is the same as the scope of data processed during standard use of the Website and the eSIM Service. Participants' personal data is not shared with the provider (Nomad eSIM); the provider receives only the technical data necessary to provide and support the eSIM card.

3. Personal data will be processed in connection with the Participant's participation in the Promotion, for the purposes of conducting and settling the Promotion, handling any complaint proceedings, as well as for audit purposes related to verifying the correctness of the allocation of Promotional Packages.
4. The processing of personal data is carried out in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR). Detailed information regarding the processing of personal data, including the rights of data subjects, is contained in the Privacy Policy available at: https://www.walutomat.pl/polityka-prywatnosci/.

§9. Complaint Procedure

1. Each Participant has the right to file a complaint regarding any non-compliance of the Promotion's conduct with these Terms and Conditions.
2. The rules for submitting, handling, and resolving complaints related to participation in the Promotion are set forth in the Website Terms of Service available at: https://www.walutomat.com/en/rules-and-regulations/ .
3. Complaints sent via email to kontakt@walutomat.pl and in writing to the Organizer's registered office must be submitted with the note "eSIM 1 GB for 1 grosz."
4. Complaints regarding the eSIM Service itself (including installation, activation, and the operation of the eSIM card and data transmission) are submitted and resolved in accordance with the rules set forth in §12 of the Terms of Sale.
5. If a complaint is rejected, the Participant may file a lawsuit with the competent common court.
6. A Subscriber who is a Consumer may utilize out-of-court methods for resolving complaints and pursuing claims, including before the Permanent Consumer Arbitration Court at the competent Provincial Inspectorate of Trade Inspection. Detailed information regarding the resolution of consumer disputes can be found at: https://uokik.gov.pl/spory_konsumenckie.php. A Participant who is a Consumer may also use the EU ODR online platform, available at: http://ec.europa.eu/consumers/odr/.

§10. Final Provisions

1. These Terms and Conditions are available free of charge during the Promotion Period at: https://www.walutomat.com/en/terms-and-conditions-esim-promo/ , in a format that allows them to be obtained, reproduced, and saved.
2. The Organizer reserves the right to amend these Terms and Conditions for valid reasons, in particular changes in legal regulations or changes in the terms of cooperation with the Provider, provided that such amendments do not worsen the conditions of participation in the Promotion or infringe upon the acquired rights of Participants. Participants will be notified of any amendments to these Terms and Conditions on the Website or in the App.

3. Polish law applies to the Promotion and these Terms and Conditions. The choice of law does not deprive the Consumer of the protection granted to them under the mandatory provisions of the law of their country of habitual residence.
4. In the event of any interpretive doubts, the Participant should contact the Organizer for clarification of the provisions of these Terms and Conditions.
5. These Terms and Conditions take effect on the start date of the Promotion.