

Additional Rules and Regulations for the provision of payment services by the website Walutomat in the scope of accepting payments from the Employer

§ 1 General provisions

1. These Rules and Regulations (hereinafter referred to as the „Additional Rules and Regulations”) constitute additional terms and conditions within the meaning of § 35 section 2 of the Rules and Regulations of the Walutomat website (hereinafter: „Rules and Regulations”) and determines the specific terms and conditions for the provision by the Operator of a service consisting of providing the User with an individual payment account number (hereinafter: „Employer Payment Acceptance Service”), intended exclusively for accepting Employer's remuneration payments, and for the provision by the Operator of payment services related to Payment Transactions resulting from this Service (hereinafter: „Additional Payment Services”).
2. The Additional Rules and Regulations are available at:
<https://www.walutomat.com/en/terms-and-conditions/>
3. The Service provider is Currency One Spółka Akcyjna, with its registered office in Poznań, ul. Szyperska 14, 61- 754 Poznań, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS: 0000402723, NIP: 7831684097, REGON: 301920555 with share capital of PLN 3,450,000 (fully paid up).
4. For the purposes of these Additional Rules and Regulations, the following definitions are introduced:
 - a. Employer – an entity based in the European Economic Area (EEA) or the United Kingdom, employing an Employee on the basis of an employment relationship within the meaning of the Labour Code or any other legal relationship of a remunerative nature (including, in particular, an employment Agreement, a contract of mandate, a contract for services or a management contract) and making Remuneration payments to the Employee by transfer to the account number made available within the Employer Receipt Service.

- b. Employee – a User who is an individual entitled to receive Remuneration from an Employer and who uses the Employer Payment Acceptance Service to accept such transfers to the individual payment account number made available within this service by the Operator.
 - c. Remuneration – due to an Employee, resulting from the employment relationship or any other legal relationship of a remunerative nature (including, in particular, an employment Agreement, a contract of mandate, a contract for services or a managerial contract), a systematic monetary benefit paid by the Employer in the currency of the Polish zloty (PLN) or the euro (EUR), including, in particular, basic remuneration, bonuses, allowances, equivalents, sick pay, severance pay and other benefits related to employment, transferred exclusively to the account made available within this Employer Payment Acceptance Service.
5. 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 Rules and Regulations.

§ 2 Special conditions

1. The Employer Payment Acceptance 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 (which has entered into force upon fulfilment of the conditions precedent in accordance with the provisions of § 7 of the Rules and Regulations), who have accepted, in accordance with paragraph 2 below, the contents of the Additional Rules and Regulations and who are also Employees.
2. The User expresses his/her willingness to use the Employer Payment Acceptance Service by using the relevant functionality of the Website (dedicated tab on the Website) and by accepting the Additional Rules and Regulations through this functionality. Upon acceptance of the Additional Regulations, its content becomes an integral part of the framework agreement concluded between the User and the Operator in accordance with the Rules and Regulations.
3. In order to obtain an individual payment account number for receiving Remuneration payments from the Employer, the User shall specify in the Website form:
 - a) the currency of the account (PLN or EUR);
 - b) name of Employer;
 - c) the country of residence of the Employer;
 - d) the tax identification number (e.g. NIP in Poland) of the Employer.

4. Upon correct completion of the form, the Operator shall immediately make available to the User the individual account number in IBAN format:
 - a) in the case of PLN currency – the account registered in the domestic ELIXIR/SORBNET settlement system;
 - b) in the case of EUR currency – the account included in the SEPA and SEPA Instant system.The account number is assigned only to a given User.
5. Only Remuneration payments from the Employer can be accepted on the account. If the User wishes to use this account for the purpose set out in these Additional Rules and Regulations, the User should provide the account number to the Employer and inform the Employer in a manner appropriate to their place of work.
6. Contributions made by a notified Employer, shall be credited to the User's Payment Account without additional charge, in the amount actually received.
7. Payments from entities other than the notified Employer or indicating that they are made for a reason other than Remuneration shall be refunded after prior contact with the User; if the User cannot be contacted, the funds shall be refunded no later than 14 days after the account is credited. The double attempt to accept a payment from an entity other than the Employer or to accept a payment whose circumstances indicate that it is based on a title other than the payment of Remuneration shall constitute a violation of the Additional Rules and Regulations and, pursuant to § 3 item 1, may be the basis for termination of this framework agreement.
8. If the User terminates the framework agreement and concludes it again, the Operator shall provide the User with the same individual account number that was assigned when the Employer Payment Acceptance Service was first activated, unless there are legal or technical obstacles. The Operator may refuse to re-establish the framework agreement if there has been a previous termination of the Agreement based on paragraph 7 above or § 3.
9. The Employer Payment Acceptance Service is provided only in PLN and EUR; the User may apply for one account in each of these currencies. Payment of Remuneration may not be made using the split-payment method.

§ 3 Discontinuation of Additional Payment Services

1. The Operator may terminate the agreement in its entirety, thus 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 be entitled to terminate the framework agreement in part, i.e. only to the extent relating to Additional Payment Services, which termination shall result in the User being

deprived of the possibility of using Additional Payment Services, while the User shall retain the status of a party to the framework agreement with respect to other payment services provided by the Operator to that User, if:

1. the Operator determines or becomes reasonably doubtful that the User is using the Additional Payment Services in violation of the Rules and Regulations or the Additional Rules and Regulations (in particular to receive benefits other than Remuneration);
 2. the Operator determines that in connection with the use of Additional Payment Services, the User has provided false data or information or has used false, forged or invalid documents;
 3. the guidelines or recommendations of state authorities require termination of cooperation related to the provision of Additional Payment Services to the User;
 4. it is ascertained or reasonably suspected that the User uses Additional Payment Services for the purpose of committing illegal acts or that the User's use of Additional Payment Services poses a risk to the security, in particular economic or IT security, of other Users, the Operator or third parties.
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 referred to in paragraph 2 above.

§ 4 Final provisions

1. The provisions of the Rules and Regulations concerning amendments to the framework agreement shall apply mutatis mutandis to the amendment of the Additional Terms and Conditions, i.e. § 64 of the same.
2. The intention to discontinue the provision of Additional Payment Services shall be treated as an amendment to the terms and conditions of the framework agreement concluded between the Operator and the User who has accepted the Additional Rules and Regulations, and therefore the provisions on amendments to the Rules and Regulations shall apply to the cancellation of the Additional Rules and Regulations accordingly.
3. To the extent not covered by the Additional Rules and Regulations, the provisions of the framework agreement resulting from the Rules and Regulations and the provisions of commonly 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 with respect to the Additional Payment Services.

5. The Additional Rules and Regulations shall be effective as of the date of their publication on the Website. At the same time, the Operator reserves the right to decide to discontinue the Additional Rules and Regulations as referred to in § 4.1 and 4.2 above.
6. The use of the Employer Payment Acceptance Service is voluntary and does not affect the Employee's right to change the form or the bank account to which the Employer pays the Remuneration, unless it results from separate agreements between the parties to the employment.
7. These Additional Rules and Regulations set out only the terms and conditions for the provision of the Employer Payment Acceptance Service and Additional Payment Services by the Operator. Nothing contained herein shall alter, abolish or replace the rights and obligations of the Employee and the Employer under labour law, civil law or agreements entered into between them. In particular, the Additional Rules and Regulations:
 - a) does not constitute a source or modification of the employment relationship, civil law relationship or any other legal relationship between the Employee and the Employer;
 - b) does not affect the manner in which the Remuneration due is determined, or the amount or timing of the Remuneration due, or the Employer's obligations with respect to public law deductions (e.g. income tax, insurance premiums);
 - c) does not transfer to the Operator the Employer's responsibility for the timely and correct payment of the Remuneration or the Employee's responsibility for the due performance of work or services;
 - d) does not limit the right of the parties to the employment relationship to assert claims against each other arising out of that relationship (including for non-payment or undue collection of the Remuneration);
 - e) does not constitute an assignment of claims or the Employee's consent to dispose of the Remuneration by third parties – the Operator only provides the payment infrastructure for receiving and posting transfers from the notified Employer.