

RULES AND REGULATIONS governing additional payment services provided by Walutomat.pl in the scope of making foreign transfers to selected countries which do not use the IBAN standard.

§ 1. General provisions

1. These Rules and Regulations (hereinafter referred to as “Additional Rules and Regulations”) constitute additional regulations within the meaning of § 35 section 2 of the Rules and Regulations of the Walutomat.pl (hereinafter: “Rules and Regulations”) and defines the specific conditions for the submission of Payment Orders in which, as bank accounts of the Recipients, accounts maintained by banks located in one of the countries listed in Appendix No. 1 to the Additional Rules and Regulations (hereinafter: “Payment Orders to countries not using IBAN”) are indicated, as well as for the provision of payment services by the Operator related to Payment Transactions resulting from Payment Orders to countries not using IBAN (hereinafter: “Additional Payment Services”).
2. The Additional Rules and Regulations are available at: <https://www.walutomat.pl/regulaminy/>.
3. The Website Operator is 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).
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 Rules and Regulations.

§ 2. Special conditions

1. 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 referred to in § 3.1 and 3.2 below.

2. Payment Orders to Countries not using IBAN may only be submitted by Users of payment services provided by the Operator. These are persons who remain a party to the framework agreement within the meaning of the Rules and Regulations and who have furthermore accepted, in accordance with paragraph 3 below, the contents of the Additional Rules and Regulations, unless the submission of a Payment Order to a State not using IBAN by a User meeting the above conditions is preceded by the User providing, in accordance with paragraph 4(b) below, a statement of cancellation of the Supplementary Payment Services or termination of the entire framework agreement by the User, in accordance with paragraph 4(a) below.
3. The User of payment services provided by the Operator may express his or her wish to use Additional Payment Services 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 framework agreement previously concluded between the User and the Operator in accordance with the provisions of the Rules and Regulations.
4. The User may opt out of the Additional Payment Services:
 - a. by terminating the framework 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, pursuant to § 57 (1) and (2) of the Rules and Regulations, of a partial termination of the framework agreement, i.e. to the extent relating only to Additional Payment Services. This declaration shall result in the User's giving up the possibility to use Additional Payment Services while remaining a party to the framework agreement with respect to other payment services provided by the Operator to that User.
5. The person referred to in paragraph 2 above may submit Payment Orders to countries that do not use IBAN. These are Payment Orders within the meaning of the Rules and Regulations, in which the person indicates as bank accounts of the Recipients the accounts maintained by banks located in one of the countries listed in Appendix 1. These Payment Orders, he may submit during the period referred to in paragraph 1 above, subject to the other special conditions set out in paragraphs 6 to 14 below.
6. A Payment Order to a Country that does not use IBAN can only be submitted with the OUR or SHA cost option. The OUR cost option is only available for EUR, USD, CHF and GBP. It means that the transfer amount will not be reduced by fees charged by the sending bank and intermediary banks. In the case of the SHA Cost Option, intermediary banks may charge payments according to their own price list. The Operator is not the beneficiary of such fees, which are payable exclusively to the intermediary banks.

7. Appendix 1 specifies the list of countries to which currencies other than EUR, USD, CHF and GBP may be sent.
8. The fee for executing a Payment Instruction to a country not using IBAN is PLN 100 in the OUR cost option and PLN 50 in the SHA cost option. This provision is a special condition in relation to the Table of Fees and Charges, attached as Appendix 1 to the Rules and Regulations.
9. When wishing to add a Recipient's bank account with a bank established in one of the countries listed in Appendix 1 to the Additional Rules and Regulations, the User may be asked to complete a questionnaire on the business activity conducted and to provide supplementary data, in particular:
 - a. Swift code of the Recipient's bank;
 - b. the name of the Recipient's bank;
 - c. details of the recipient's address.
10. In order to properly initiate a Payment Instruction to a State that does not use IBAN, it is necessary for the person referred to in section 2 above to first comply with the requirements set out in the Rules, in particular § 25 section 2, as well as to indicate the following additional information:
 - a. the precise title of the payment which the User intends to make to the Recipient, made in particular by indicating the contract concluded between the User and the Recipient or by indicating the number and date of the invoice from which the obligation to pay arises;
 - b. the detailed source of the assets used to cover payments to the Recipient;
 - c. detailed for the purpose of executing a Payment Order to you that does not use IBAN.

It is possible to provide this data via the form filled in on the Website when submitting a Payment Order to a State that does not use IBAN.

11. The Operator may require the User who has initiated a Payment Instruction to a State that does not use IBAN to provide documents confirming the information provided pursuant to section 10 above. Such documents may include, but are not limited to, invoices, contracts of sale or imposing an obligation to pay, statements of payment accounts or other reliable documents confirming the legitimacy of the transaction and the authenticity of the circumstances surrounding it.
12. The Operator may refuse to execute a Payment Order to you that does not use IBAN:
 - a. in the event of failure to comply with the provisions of the Supplementary Regulations, in particular those set out in sections 10 and 11 above;
 - b. if a refusal decision is taken on the basis of generally applicable law;

- c. there has been or there is a reasonable suspicion that the execution of the transaction poses a high risk of money laundering or terrorist financing.
- 13. When executing a Payment Transaction resulting from a Payment Order to you that does not use IBAN:
 - a. If the Payment Transaction is executed in EUR or PLN, the Operator shall immediately, but not later than by the end of the next Business Day from the date of submission of that order, cause the amount of that Payment Transaction to be credited to the bank account of the Provider of the Recipient;
 - b. If the payment transaction is executed in a currency other than that indicated in section 13.a above, the Operator shall immediately, but no later than the end of the Business Day following the day on which this Payment Instruction was submitted to a State not using IBAN, execute a bank transfer to the Recipient's bank account.
- 14. A Payment Transaction resulting from a Payment Instruction to a State not using IBAN shall constitute a payment transaction within the meaning of Article 5(3a) of the Act. Accordingly, the User – by accepting the Additional Regulations – agrees that the provisions of Section III, Ch. 4 of the Act shall not apply to Payment Transactions executed in USD and resulting from Payment Orders to States not using IBAN, which means in particular that:
 - a. The Operator shall not be obliged to cause the Recipient Provider's bank account to be credited in return by giving the undertaking referred to in Clause 13.b, so that the Operator, provided it has duly fulfilled this undertaking, shall not be liable to the User for any refusal by the Recipient Provider to accept funds from such Payment Transaction;
 - b. no cut-off date is specified before the lapse of which the funds being the subject of such a Payment Transaction shall be transferred to the Recipient, so that the Operator, provided that the obligation referred to in section 13.b above is fulfilled in a timely manner, shall not be liable towards the User for a possible delay in transferring the funds to the Recipient.

§ 3. Discontinuation of Additional Payment Services

- 1. The Operator may terminate the framework 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 is entitled to terminate the framework agreement in part, i.e. only to the extent relating to Additional Payment Services. Such termination will result in the User

being deprived of the possibility to use Additional Payment Services while that User retains his or her status as a party to the framework agreement with respect to other payment services provided by the Operator to that User if:

1. the Operator determines that the User is using the Additional Payment Services in violation of these Rules and Regulations, the Additional Rules and Regulations, including in particular the provisions of § 2.10 and § 2.11 of the Additional Rules and Regulations, legal regulations or the rules of fair trading;
 2. The Operator shall determine that in connection with the use of the Additional Payment Services the User has provided false data or information or has used false, forged or invalid documents;
 3. The Operator shall determine that Payment Orders to countries not using IBAN which are submitted by the User are intended to cause damage to other entities;
 4. Guidelines from government authorities or recommendations from such authorities require the termination of the cooperation related to the provision of Additional Payment Services to the User;
 5. ascertaining or having a reasonable suspicion that the User is using the Additional Payment Services for the purpose of committing illegal acts or that the User's use of the 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 as referred to in paragraph 2 above.

§ 4. Final provisions

1. The provisions of the Rules and Regulations regarding amendments to the framework agreement shall apply to changes to the Additional Rules and Regulations.
2. The intention to discontinue Additional Payment Services is 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, 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 framework 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 Payment Services.

Appendices

Appendix No. 1.

1. List of countries to which transfer is possible in the main currencies (EUR, USD, CHF, GBP). If transfer to a given country is also possible in an additional currency, it is listed after the country name.

1. Australia AUD
2. China (including Hong Kong and Macau) CNY, HKD
3. Japan JPY
4. Canada CAD
5. South Korea
6. New Zealand NZD
7. Singapore SGD
8. Taiwan
9. Vietnam
10. India
11. Bangladesh
12. Thailand
13. Malaysia
14. Indonesia
15. Qatar
16. Brazil
17. Argentina
18. Paraguay
19. Uruguay
20. Chile
21. Mexico
22. Republic of South Africa ZAR
23. Nigeria
24. Turkey TRY
25. United Arab Emirates

2. Walutomat reserves the right, at any time, to remove from the List indicated in paragraph 1, a State which has appeared on one of the lists evidencing key and strategic deficiencies in anti-money laundering and counter-terrorist financing standards. Such a change does not constitute an amendment to the Additional Rules and Regulations and is made in view of the implementation of legal obligations undertaken to mitigate the risk of money laundering and terrorist financing.

Removal of a State from the List means that it will not be possible to submit a Payment Instruction indicating as the Recipient's bank account an account maintained by a bank established in one of the States that has been removed from the List.

In deciding whether to remove you from the List, Walutomat primarily analyses:

- A. List of high-risk jurisdictions with strategic deficiencies in their anti-money laundering, counter-terrorist financing and proliferation financing systems and jurisdictions subject to enhanced monitoring according to FATF, published on <https://www.fatf-gafi.org/>; at the time of the publication of the rules and regulations it is located at [https://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions/?hf=10&b=0&s=desc\(fatf_releasedate\)](https://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions/?hf=10&b=0&s=desc(fatf_releasedate))
- B. the list of high-risk third countries according to European Commission Regulation 2016/1675 of 14 July 2016, published on the domain <https://eur-lex.europa.eu> at the time of publication of the Rules, it is located at <https://eur-lex.europa.eu/legalcontent/PL/TXT/?uri=CELEX%3A02016R1675-20220313>.