

XKANTOR.COM REGULATIONS

**Łaciarska 4b,
50-104 Wrocław
KRS: 0000819286
REGON: 38508395
NIP: 8992873390**

**REGULATIONS FOR THE PROVISION OF SERVICES BY
PAYHOLDING INTERNATIONAL SP. Z OO SP. K
WITH THE REGISTERED OFFICE IN WROCŁAW**

Łaciarska 4b, 50-104 Wrocław
KRS: 0000819286, REGON: 38508395, NIP: 8992873390

Regulations valid from 26.06.2023

CHAPTER I

General provisions and definitions

§1

1. The Regulations have been issued by Payholding International Sp. z o. o. sp.k. with its registered office in Wrocław, postal code 50-104 at Łaciarska 4b, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna, VI Commercial Division of the National Court Register under the number 0000819286, REGON: 38508395 NIP: 8992873390, which manages the website www.Xkantor.com and further in the Regulations is referred to as the Operator.
2. Pursuant to the Act on the provision of electronic services - Art. 8 para. 1 point 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);
3. In matters not covered by the Regulations, the provisions of law applicable in the territory of the Republic of Poland shall apply.

§2

The words used in these regulations mean:

1. **USER** – a natural person running a sole proprietorship, a legal person or an organizational unit without legal personality who, using the mass media, submits an offer to buy or sell currency on the Currency Exchange, available on Xkantor.com.
2. **USER ACCOUNT** - an individual registration account assigned to each User on the Website, where submitted currency exchange orders, completed transactions and cash deposits/withdrawals made by the user from or to bank accounts provided by the user are registered.
3. **BOK** - Customer Service Office separated in the organizational structure of the Operator; the task of BOK is to service users, including providing assistance and information necessary to perform the Agreement. BOK enables contact on the days and hours indicated on the Website, by phone at the telephone number + 48885050505 , in writing to the address of *Payholding International sp. z oo sp. komandytowa ul. Łaciarska 4b, 50-104 Wrocław* or by e-mail to the following address: *info@xkantor.com* .
4. **REGISTRATION** - is tantamount to Account Setting;
5. **REGULATIONS** - these Regulations, which are available free of charge to each User at the Internet address <https://Xkantor.com/regulamin/> and are created in accordance with the Act on the provision of electronic services;
6. **ORDER** – submission by the User of a currency sell or buy order to the Operator.
7. **TRANSACTION** - the act of buying or selling a currency.
8. **ACT ON DATA PROTECTION** - legal basis for the protection of personal data: Act of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000);
9. **ACT ON MONEY LAUNDERING AND TERRORISM FINANCING** - Act on Counteracting Money Laundering and Terrorist Financing - means the Act of 1 March 2018 on counteracting money laundering and financing of terrorism (Journal of Laws 22018 item 723);
10. **PESEL - POWSZECHNY ELEKTRONICZNY SYSTEM EWIDENCJI LUDNOŚCI** – *common electronic population records system* - an eleven-digit numerical symbol, issued by the Minister responsible for computerization, which allows the identification of the person who has it. The PESEL number contains the date of birth, serial number, gender and control number (according to the Act of September 24, 2010 on Population Registration (Journal of Laws of 2015, item 388) and the Regulation of the Minister of Internal Affairs of January 4, 2012 regarding assigning or changing the PESEL number (Journal of Laws of 2015, item 1984). In the case of taxpayers who are natural persons and are not registered taxpayers of goods and services tax or do not run a business activity.
11. **NIP – NUMER IDENTYFIKACJI PODATKOWEJ** – tax identification number (TIN) is a ten-digit tax identifier used to clearly identify the taxpayer (according to Articles 2, 3, 5, 5a, 6, 8a, 9, 10a, 11, 12 of the Act of October 13, 1995 on the principles records and identification of taxpayers and payers).
12. **REGON** - a unique number assigned to entities of the national economy and local units of these entities in the national official register of entities of the national economy REGON,

which does not have a hidden or overt significant character defining the characteristics of the entity.

13. **PEP - POLITICALLY EXPOSED PERSON** - individuals holding prominent public functions according to the Regulation of the Minister of Finance, Funds, and Regional Policy of July 27, 2021, on the list of national positions and public functions considered as prominent political positions;
14. **RCA - RELATIVES AND CLOSE ASSOCIATES**— family member of an individual holding a prominent public function, i.e., PEP's parents, PEP's spouse or person in a common-law relationship with PEP, PEP's child and their spouse or PEP's child and the person in a common-law relationship with PEP, or persons known as close associates of individuals with PEP status, such as: individuals who are beneficial owners of legal entities, organizational units without legal personality, or trusts jointly with a PEP or maintaining other close relationships related to economic activities with such a person, individuals who are the sole beneficial owners of legal entities, organizational units without legal personality, or trusts known to have been established to benefit a PEP.
15. **TRANSFER** - transfer of funds by the Operator in the currency selected by the User, to the Account indicated by the User when placing the Order;
16. **COMPATIBILITY OF THE USER'S DATA** - compliance of the data indicated in the transfer, made using the bank account, and the data that the User left with the Operator during Registration. At the same time, the title of the transfer and the login of a given user are verified;
17. **IDENTIFICATION AND VERIFICATION OF THE USER BY REQUIREING ADDITIONAL DOCUMENTS BY THE OPERATOR.** The Operator has the right to require the User to provide additional documents (e.g. regarding the source of funds or the purpose of the payment ordered to a third party, e.g. FV or repayment of a loan installment, purchases), in order to carry out full verification. Failure to present the relevant documents entitles the Operator to suspend the execution of the transaction until appropriate explanations are provided on the basis of the relevant provisions of the Act on Counteracting Money Laundering and Financing Terrorism of March 1, 2018.
18. **FINANCIAL SECURITY MEASURES** - measures provided for in the Act on Counteracting Money Laundering and Financing of Terrorism of March 1, 2018 in order to counteract money laundering and financing terrorism, which are applied by the Operator;
19. **BENEFICIARY** - an individual who directly or indirectly controls the client through ownership rights resulting from legal or factual circumstances, enabling decisive influence over the actions or activities undertaken by the client, or any individual on whose behalf a business relationship is established or an occasional transaction is conducted, in the case of:
 - a. a legal entity other than a company whose securities are admitted to trading on a regulated market subject to disclosure requirements arising from European Union law or equivalent third-country law: an individual who is a shareholder or stockholder with

- ownership of more than 25% of the total shares or stocks of the legal entity, an individual with more than 25% of the total voting rights in the governing body of the legal entity, including as a pledgee or usufructuary, or based on agreements with other voting rights holders, an individual exercising control over the legal entity or entities jointly holding ownership of more than 25% of the total shares or stocks, or jointly having more than 25% of the total voting rights in the governing body of the legal entity, including as a pledgee or usufructuary, or based on agreements with other voting rights holders, an individual exercising control over the legal entity through the rights referred to in Article 3(1)(37) of the Accounting Act of September 29, 1994 (Journal of Laws of 2021, item 217), or an individual holding a senior management position in case of documented inability to determine or doubts about the identity of the individuals specified in the first to fourth bullet points and in the absence of suspicion of money laundering or terrorist financing,
- b. in the case of a trust: the settlor, trustee, supervisor if appointed, beneficiary, or – if the individuals benefiting from the trust have not yet been determined – the group of individuals in whose main interest the trust was established or operates, another person exercising control over the trust, another individual with rights or performing duties equivalent to those specified in the first to fifth bullet points,
 - c. in the case of an individual conducting business activities, where no circumstances or conditions indicate that control over them is exercised by another individual or individuals, it is assumed that such an individual is simultaneously the beneficial owner.;
- 20. **WORKING DAYS** - days from Monday to Friday, excluding public holidays in the territory of the Republic of Poland,
 - 21. **WORKING DAY** - includes each Business Day and other days indicated on the website www.xkantor.com, when the Operator buys and sells currencies.
 - 22. **AVAILABILITY OF THE WWW.XKANTOR.COM WEBSITE** - availability of the www.xkantor.com website on the Internet 7 days a week, 24 hours a day;
 - 23. **TECHNICAL REQUIREMENTS** - technical requirements necessary for the User to be able to freely use the Xkantor.com Website are: possession of a device enabling access to a web browser in on-line mode, an installed web browser that supports encrypted SSL connections, Cookies and Java Scripts, and having a mobile phone, as well as an email address, in order to receive confirmation of the transaction.
 - 24. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
 - 25. **TABLE OF FEES AND COMMISSIONS** - a table of fees and commissions for the provision of services offered by the Operator on the Website, which is an appendix to the Regulations and is an integral part thereof.

26. **OPERATOR** – *Payholding International sp. z o. o. sp. k. with its registered office in Wrocław, at ul. Łaciarska 4b, 50-104 Wrocław*, owner of the Xkantor.com website. Entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna, VI Commercial Division of the National Court Register under the number 0000819286, REGON: 38508395 NIP: 8992873390
27. **SERVICE** - the Operator's Internet platform available in the WWW.XKANTOR.COM domain (hereinafter: XKantor.com, XKantor), which is part of the ICT System and enables, among others, the use of the online currency exchange service, the terms of which are set out in these Regulations.
28. **ICT SYSTEM** - a set of cooperating devices constituting an integrated system that ensures processing and storage, as well as sending and receiving data via telecommunications networks using a terminal device appropriate for a given type of network within the meaning of the Act of 21 July 2000 Telecommunications Law (Journal of Laws of 2017004, No. 171, item 198070, as amended), used by the Operator to provide the services described in the Regulations.
29. **SHA COST OPTION** - an option in which all fees related to the execution of the transfer are divided between the sender and the transfer beneficiary
30. **OUR COST OPTION** - an option in which all fees related to the execution of the transfer, i.e. the costs of the principal's bank, intermediary banks and the beneficiary's bank, are covered by the principal. In practice, this means that the transfer amount will be debited from the payer's account together with all costs charged by the banks participating in the transaction. However, the recipient will receive the target amount without incurring costs.
31. **ACCESS PASSWORD** – a unique string of characters used to gain access to the User Account by the User. The technical requirements for the Access Password, in particular its length and complexity, are indicated by the Website at the time of its establishment.
32. **TRANSACTION CONFIRMATION** - proof of purchase/sale of currencies in the form of a receipt, available for download on the User Account and sent electronically (in the form of a link) to the Email Address.
33. **LOGIN** - a unique identifier of the User on the Website, used when logging in. It is identical to the email address provided by the User during account registration. For security reasons, the email address is **not** subject to unjustified changes. It is prohibited to adopt a User name that is offensive or contrary to good manners or the principles of social coexistence; is a name subjected to legal protection – in particular a User name in the form of a "WWW" website address or a name, nickname or surname of a well-known person.
34. **PHONE NUMBER** - the User's telephone number provided and confirmed during the registration of the account on the website.
35. **FORCE MAJEURE** - these are external, violent and unexpected phenomena. In the literature and jurisprudence, events related to the forces of nature are given as examples of force majeure: floods, volcanic eruptions, earthquakes, epidemics. Human behavior

(e.g. military actions) as well as actions of state authorities (e.g. border blockades) are also considered as “force majeure” .

36. **BASIC SERVICE** – a service provided by Payholding International sp. z o. o. sp. komandytowa in the field of currency exchange.
37. **ADDITIONAL SERVICE** - a service that includes support for the Customer in activities that go beyond the basic service, i.e. currency exchange. Additional services include: *Spot Rate, SMS Alert, Concierge* . The price list of additional services can be found in *the Table of Fees and Commissions (TOIPR)* .
38. **TOIPR** – table of fees and commissions charged by Payholding International sp. z o. o. sp. limited partnership for Clients.

§3

1. The content of the Regulations is made available to the User free of charge on the Website, in a way that allows obtaining, reproducing and recording its content using the ICT system used by the User.
2. XKantor website and communication with the User is conducted in English and Polish.
3. The User may communicate with the Operator in the form of:
 - A. Electronic - to the e-mail address: info@xkantor.com,
 - B. Electronic - using the appropriate functionalities of the XKantor Website or User Account,
 - C. By phone - at the telephone number and during working hours of BOK service indicated on the website,
 - D. Pisemna - to the address: Payholding International sp. z oo sp. komandytowa, ul. Łaciarska 4b, 50-104 Wrocław.
4. The Operator communicates with the User, unless specific provisions of the Regulations provide otherwise, in the form of:
 - A. Electronic - to the e-mail address, to the e-mail address which is the User's login on the Website,
 - B. Electronic - using the appropriate functionalities of the XKantor Website or User Account,
 - C. By phone - at the telephone number available in the User Account,
 - D. Written - to the address available in the User Account.
5. The Operator provides a currency exchange service on the Website, in the currencies indicated on the Website. The service is provided under the conditions specified only in these Regulations, in order to distinguish it from Additional Services, it is a basic service.
6. In order to use the Website correctly, the following are required:
 - A. A personal computer or mobile device (smartphone, tablet) with Internet access,
 - B. An operating system with a graphical environment, e.g. Windows (10 or newer), Mac OS, Linux, or a phone equipped with Android (11.0 or newer) or iOS (12 or newer) with access to the Internet,

- C. Internet browser in the latest version, supporting encrypted SSL connections, JavaScript applications and cookies,
- D. A telecommunications device (e.g. a mobile phone) enabling the use of the telecommunications network, equipped with an active SIM card with an assigned Telephone Number, in order to confirm the instructions placed on the Website with a one-time code sent by the Operator in an SMS message to the Telephone Number,
- E. A properly configured e-mail account.

CHAPTER II

Conclusion of the contract and registration of the User

§1

1. The Agreement for the provision of online currency exchange services is considered concluded with the Operator upon the successful completion of the Registration process, verification of the User in the PESEL Number Reservation Register, and the Identification and Verification of the User in accordance with the provisions of the Anti-Money Laundering and Counter-Terrorism Financing Act of March 1, 2018.
2. The contract is concluded for an indefinite period.
3. The Operator allows the possibility of negotiating the terms of using the service by the User based on individual arrangements between the User and the Operator. Any individual arrangements regarding the terms of use of the Service require written consent from the Operator under the pain of nullity.
4. The Operator provides the service of online currency exchange in the XKantor.com Service for the following currencies: PLN, EUR, CHF, USD, GBP, NOK, SEK, CZK, DKK, CNY, and JPY. The effectiveness of concluding the agreement is conditioned on the completion of successive steps starting with filling out the User Registration Form, followed by positive Identification and Verification of the User.
5. In order to correctly complete the User Registration Form, it is necessary to:
 - A. fill in all the fields of the form on the Website,
 - B. Provide data in accordance with the actual state of affairs;
 - C. The User confirms that they have read and accept all provisions of the Terms and Conditions;
 - D. Registration is approved by clicking the Create Account button.
6. Acceptance of the Terms and Conditions by the User is equivalent to the User's declaration that they have read the Terms and Conditions and the Fee and Commission Table, which is an integral part of it, and accept their content without any reservations.
7. User registration includes creating a User account by providing a Login and individual password to the Account in the "Register" section of the Service. After confirmation – an

activation link will be sent to the provided email, which also serves as the Login. Upon opening the provided link, the User is asked to complete the required Data necessary to finalize the Registration, such as:

- A. For a user who is a legal person or an organizational unit without legal personality:
 - i. Full business name
 - ii. organizational form,
 - iii. Address of the registered office or business address,
 - iv. TIN (Tax Identification Number - NIP) or, in the absence of such a number, the country of registration, the commercial register and the number and date of registration,
 - v. Identification data of the person representing this legal person or organizational unit without legal personality specified in art. 36 section 1 of the Act on counteracting money laundering and financing terrorism of March 1, 2018 (Journal of Laws of 2018, item 723)
 - B. Identification data of the Beneficial Owner,
 - C. Identification data of the person authorized to act on behalf of the User,
 - D. Other data required by the Operator and necessary for the provision of services, including ensuring an adequate level of security:
 - i. Telephone Number, which will then be confirmed, used for communication, in particular in connection with the Operator's sending of SMS messages containing one-time verification codes,
 - ii. Numbers of Bank Accounts held by the User and within which currency exchanges ordered by the User will be performed.
 - E. Users acting through a representative - providing by the representative registering on the Website the source of his authorization (e.g. statutory authorization, power of attorney) to act on behalf of and for a given User, as well as the data referred to in Article 36 paragraph 1 of the Act of 1 of March 2018 on counteracting money laundering and terrorist financing (Journal of Laws of 2018, item 723)
 - F. The Operator may request access to documents confirming the data referred to above, including scans of documents confirming the identity of the User or the managing person, if it results from the provisions of law and is necessary to verify the User.
8. The User may only have one User Account.
 9. The Account User may not share the User Account with other persons and may not transfer the User Account to other persons (prohibition of account sharing)
 10. The User is obliged to keep the Website Access Password in a safe place and not to disclose it to third parties. The Operator undertakes to make it possible to reset the Access Password to the Website via the website www.xkantor.com.
 11. The Operator verifies the identity of the User, the person authorized to act on their behalf, and the Beneficial Owner by confirming the identification data filled in the Account based on

an identity document, a document containing up-to-date data from the relevant register, or other documents, data, or information from a reliable and independent source.

- 12.** The Operator reserves the right to verify Users using methods other than those specified above.
- 13.** The Operator may verify the User's identity by checking the compliance of the User's data defined in the User Account with the data of the Bank Account holder from which the first deposit of funds for currency exchange was made. From the moment of identity verification, the User can change the specified identification data only through Customer Service contact, unless the Account functionality allows for changing the specified identification data without the need to contact Customer Service.
- 14.** During the full registration process, the Operator verifies the User by sending a confirmation code to the Phone Number provided during the data completion process.
- 15.** Upon completing the registration and positive identification and verification, the User will receive an email to the address provided by the User, and accepting the content of the received email will be equivalent to gaining access to the Service's functionalities.
- 16.** If the client's identification is not positively verified, the Operator informs the User of the inability to cooperate by providing access to the Service's functionalities. The User will receive a message stating the reason for the refusal to grant access to the Service's functionalities.
- 17.** If the Operator verifies that the User's PESEL is reserved on the registration date, the Operator informs the User of the inability to cooperate by providing access to the Service's functionalities. The User will receive a message stating the reason for the refusal to grant access to the Service's functionalities.
- 18.** User accounts that have been registered and the user's data are not completed will be deleted within 30 days.
- 19.** User accounts that have been registered and the user data have not been completed in full and there has been no activity on the account will be deleted within 30 days.
- 20.** Each Website user may have only one telephone number assigned to a given account. The use of the same number by two or more users will result in temporary blocking of the account on the Xkantor.com platform until the situation is clarified.
- 21.** The operator is not responsible for:
 - A.** Unexecuted operations as a result of irregularities in the operation of the banking system and as a result of incorrect data entered by the User.
 - B.** Suspension of payments and withdrawals due to the suspicion of using the Operator's activities to commit a prohibited act or tax fraud.
 - C.** Freeze funds, if these activities have been performed in accordance with compliance with the legal obligation imposed on the Operator, which results from national or Community legislation.
 - D.** Force majeure (*vis absoluta*).
 - E.** Delays in the execution of transactions resulting from the time difference between the countries of the seat of the bank branches.

- F. Inability to use the Website due to assigning an unacceptable risk to the User, or changing the risk to such during the provision of services.
 - G. No specified amount of funds assigned to the User Account.
 - H. Damage to the User's property, resulting from the execution of currency exchange orders in accordance with the content indicated by the User.
 - I. Failure to perform or improper performance of obligations in the scope of the ordered Currency Exchange Transactions resulting from circumstances for which the Operator is not responsible, in particular due to a failure of the public telephone network, power supply systems or computer hardware or incorrect data of the transfer sender provided by the User's bank; the above also applies to delays in delivering SMS messages to the User as provided for in these Regulations.
 - J. Failure to perform or improper performance of an obligation for reasons attributable to third parties for which the Operator is not responsible,
 - K. Damage resulting from the refusal to accept currency exchange instructions in connection with the User's violation of the Regulations.
 - L. Potentially lost benefits related to the unavailability of the Website caused by a failure or service work.
 - M. Actions, omissions and events in cases where the Operator is not liable in accordance with the other provisions of the Regulations.
- 22.** Justified suspicion of violating national laws, particularly EU regulations and community law acts, will result in providing information to state authorities, and in the case of suspected illegal activity by the User, notifying the appropriate law enforcement authorities.
- 23.** The Operator applies Financial Security Measures to the User in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act of March 1, 2018 (Journal of Laws, item 723).
- 24.** The Operator assigns each User an appropriate risk category in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act of March 1, 2018 (Journal of Laws, item 723).
- 25.** In the event of identifying a higher risk of money laundering or terrorism financing, as well as in cases specified in the Anti-Money Laundering Regulations, the Operator may apply enhanced financial security measures, including those related to the identification and verification of the User's identity, the person authorized to act on their behalf, and the Beneficial Owner.
- 26.** In the event of a lack of positive verification, as mentioned in sections 8-11, that does not allow for confirming the authenticity and accuracy of the data referred to in section 7, the User may not use the services provided within the Account until the authenticity and accuracy of these data are confirmed, and additionally, the Operator may terminate the Agreement with the User.

CHAPTER III

*Payment and identification of funds***§1**

- 1.** The payment consists in the User transferring funds to the appropriate Bank Account maintained by the Operator on the basis of the data provided by the User, in particular by providing an individual code.
- 2.** The User is obliged to mark the transfer referred to in § 1 section 1 unique identifier assigned during registration.
- 3.** The payment made by the User will be recorded on the User Account in the actual amount received by the Operator, less fees and commissions charged by the intermediary bank. The User is obliged to cover all costs of the transfer and any costs that will be charged to the Operator by intermediary banks, in accordance with the tariffs of fees and commissions applied by intermediary banks.
- 4.** The Operator may return the funds to the User's account in the event of discrepancies between the data resulting from the Registration form and the data from the transfer. In particular, when the transfer of funds was made from a third party's bank account.
- 5.** In the event of justified doubts as to the compliance of the data, the Operator may ask the User for clarification.
- 6.** In the event of obvious errors, personal data may be corrected by the Operator, about which the User will be notified by e-mail sent to the address provided on the Website.
- 7.** If the reason for the data discrepancy is not determined, the Operator immediately returns the amount of the received transfer to the bank account from which the transfer was made, less the cost of returning the funds.
- 8.** The return transfer will be made no later than within 30 days. Deposited funds in the User's account intended for return are not interest-bearing.
- 9.** If the User's verification is successful, the funds automatically appear in the Customer Panel.
- 10.** The User has the option of withdrawing funds that he has deposited into the Operator's bank account. The User may issue an instruction to withdraw funds until the Currency Exchange Transaction is approved. Refunds can only be made to the bank account from which the payment was made. The return date is specified in point 8, §1, chapter III of these regulations.
- 11.** Deposits made by foreign customers are subject to additional verification before the withdrawal of funds from the Xkantor.com platform, in particular the obligation of the Operator to provide additional information on request in order to perform additional verification, if necessary to ensure compliance with the law. The customer should additionally submit a second identity document, confirmation of the place of residence and complete the document provided by the Customer Service Department.

CHAPTER IV

Currency exchange order

§1

1. The currency exchange service is available only to Users who have fully registered on the Website and who have been positively identified and verified by the Operator.
2. The User submits Currency Exchange Orders in the Customer Panel in the "Exchange-currency" tab.
3. The Operator accepts only Currency Exchange Orders for which the User has full coverage from the funds in the Wallet in the currency that has been paid to the Website.
4. In the "Exchange Currency" tab, the User selects the currency he wants to sell and indicates its volume, as well as the currency he wants to buy. Then, a window summarizing the ordered transaction is displayed. The User confirms the Currency Exchange Transaction by clicking the "Confirm" button. After the execution of the Currency Exchange Transaction, the User will receive a message about the successful completion of the operation and the availability of funds in the Currency Wallet.
5. The Currency Exchange Order may be subject to all funds accumulated on the User's Account or any part of them, equal to or greater than one unit in a given currency.
6. Therefore, the amount that the User orders to be exchanged cannot be less than: 1 PLN, 1 EUR, 1 USD, 1 GBP, 1 CHF, 1 SEK, 1 NOK, 1 DKK, 1 CZK, 10 CNY, 100 JPY.
7. The Operator provides on the website available after logging in to the User Account current exchange rates for buying and selling currencies within the Website.

CHAPTER V

Proofs of purchase and sale

§1

1. The Operator is obliged to provide the User, upon request, with a proof confirming the performance of the service related to the currency exchange transaction.
2. Each time, transaction proofs are available to the User in electronic form for download in the appropriate place in the Customer Panel.
3. The operator guarantees the authenticity of the origin and integrity of the content of issued and sent documents.
4. Proofs confirming the purchase of currency are issued in accordance with the User's registration data.

CHAPTER VI

Fee Policy

§1

1. Registration and use of the currency calculator is a service provided to the User free of charge.
2. The User is charged with bank fees and other costs related to the performed banking operations and commissions according to the TOIPR of a given bank. However, these fees are increased according to the updates made on the side of a given bank.
3. The user has the right to dispose of his funds at any time after carrying out a currency exchange transaction.
4. Withdrawal of funds to an account other than the one from which they were deposited, and not listed on the website, will be canceled and will result in blocking the account. Two events of this type result in a fee of PLN 50.
5. Payments made to an incorrect account number that is no longer used by Payholding International sp. z oo sp.k. will be credited to the customer's account in accordance with the electronic instruction submitted by the website user. Repeating such an event twice will result in a fee of PLN 50.
6. In the case of suspicious transactions by foreign clients, additional fees may be charged for conducting the explanatory procedure, depending on the type of case. According to the Service TOIPR.

CHAPTER VII

Disbursement of funds

§1

1. Submission of the withdrawal order is made in the Customer Panel after the currency exchange transaction, which requires confirmation with an SMS code sent to the User's phone number assigned to the account at Xkantor.com.
2. The deadline for the withdrawal and the receipt of funds to the bank account defined in the User's Account depends on the bank to which the withdrawal is ordered, the type of transfer and the working hours of the banking system.
3. The minimum amount that the User can order for withdrawal is: PLN 10, EUR 5, USD 5, GBP 5, CHF 5, SEK 10, NOK 10, DKK 10, CZK 10, CNY 100, JPY 1000.

CHAPTER VIII

*Proofs of purchase and sale***§1**

1. The Operator provides the User, upon request, with a proof confirming the execution of the currency exchange service.
2. Each time, transaction evidence is available to the User in electronic form for download.
3. The VAT invoice will be issued on the last day of the one-month billing period. The VAT invoice is issued in accordance with the data provided by the User during Registration.
4. The User agrees to deliver accounting documents electronically.
5. The Operator may issue VAT invoices in electronic form on the basis of the Regulation of the Minister of Finance of December 17, 2010 (Journal of Laws of 2010, No. 249, item 1661), hereinafter referred to as the Regulation.
6. The VAT invoice is available for the User to print in the "**Invoices**" tab.

CHAPTER IX

*Obligations of the operator and users resulting from the provisions on counteracting money laundering and financing of terrorism***§1**

1. The User is obliged to provide full and truthful data during Registration. The user bears full responsibility for the veracity of this data and is obliged to update it each time it changes.
2. In the event of reasonable doubts as to the authenticity or validity of the data provided by the User, the Operator may request supplementation of the data, as well as the presentation of relevant documents confirming the data provided and suspend the provision of the service to the User until the matter is clarified.
3. The User Account may not be shared with other third parties. The User may not transfer the User Account to other persons or share the User Account with third parties. The Operator is entitled to delete User Accounts created or used contrary to the rules set out in the preceding sentences.
4. The Operator, who is on the basis of specific provisions, is obliged to determine whether the User or its Beneficial Owner is a Politically Exposed Person. For this purpose, the Operator accepts a statement from the User in which he defines his PEP status or lack thereof. The above statement is made under pain of criminal liability for making a false statement, in accordance with specific legal provisions.

5. The Operator demands the presentation of additional documents confirming the changes in the data reported by the User. In the event of failure to submit the requested documents, the Operator may refuse to update the data.
6. At each stage of the provision of services, it may request documents from the User confirming the source of funds paid into the Operator's bank accounts.

CHAPTER X

Correspondence

§1

1. All correspondence addressed to the Operator should be sent to the e-mail address: **info@xkantor.com** and in writing to the following address: *Payholding International Sp. z o. o. sp. k., Łaciarska 4b, 50-104 Wrocław*.
2. The Operator acts as the administrator of personal data in accordance with the provisions - the legal basis of the GDPR, on the protection of personal data, in relation to the User's personal data, provided in connection with the performance of the services specified in these Regulations.

CHAPTER XI

Privacy policy and personal data security, financial security measures

§1

1. By completing the Registration form, the User voluntarily provides his personal data, which is processed by the Operator in order to provide the service in accordance with these Regulations.
2. In connection with the provision of services on the Website (described in 4.), the Operator processes the User's personal data with respect for his privacy, in accordance with the law. The rules for processing the User's personal data are presented in **the GDPR Policy**.
3. In the event of changes to the User's personal data, he is obliged to enter the correct data on the " **My Data** " and " **Bank Accounts** " Cards. If this action is abandoned by the User, the Operator is entitled to suspend the provision of services covered by these Regulations.

CHAPTER XII

*Complaints***§1**

1. The User may submit reservations regarding the services provided by the Operator or its activities, hereinafter referred to as a complaint, in the form of:
 - i. **Written** - by post sent to the following address: Payholding International sp. z oo sp. K., Łaciarska 4b, Wrocław 50-104
 - ii. **in electronic form** - via a message sent by e-mail to the following address: info@xkantor.com,
2. The complaint submitted by the User should include:
 - i. the reason for the complaint;
 - ii. designation of the entity lodging the complaint
 - iii. detailed description of the event;
 - iv. transaction number;
 - v. transaction amount;
 - vi. transaction title,
 - vii. transaction date;
 - viii. e-mail address and contact telephone number.

§2

1. Complaints are considered within 14 days from the date of its receipt. If it is impossible to respond within 14 days, the Operator will provide information on the reason for the inability to meet the deadline. I will set a deadline, however, not longer than 60 days from the date of receipt of the complaint.
2. The Operator replies to the submitted complaint in electronic form to the e-mail address indicated during Registration or at the User's request in paper form by sending it to the User's correspondence address.
3. If the data or information provided in the complaint need to be supplemented, before considering it, the Operator asks the complainant to supplement it in the indicated scope.
4. The complainant is obliged to provide the Operator with explanations and assistance in complaint matters, if the provision of explanations or assistance is not opposed to the provisions of applicable law.
5. The Operator leaves complaints that do not contain data enabling identification of the User unheard of. Such complaints remain unrecognized.
6. Telephone conversations conducted by the User with the Customer Service may be recorded and archived. The operator does not provide recordings. In justified cases, the User has the

opportunity to read the transcript of the recorded conversation, which is made available only at the Operator's office at the User's written request.

CHAPTER XIII

Financial security policy

§1

To the extent necessary for Payholding International sp. z oo sp. k. with its registered office in Wrocław (hereinafter referred to as the Operator) to perform its obligations under the Act of March 1, 2018 on counteracting money laundering and financing terrorism, it is entitled to down:

1. User identification and verification of his identity, based on the submitted documents, in the case of:
 - A. Natural person conducting sole proprietorship - series and number of ID card, passport, permanent residence card or other identity document, taxpayer identification number (NIP), REGON ;
 - B. A legal person or an organizational unit without legal personality, entry number in the National Court Register, identification data of the taxpayer (NIP), REGON and data of the person authorized to represent the entity, as well as in the case of representatives of legal persons, the series and number of the identity card, passport, card permanent residence or other identity document;
 - C. Foreign entity - entry number in the relevant national register, taxpayer identification number, if the obligation to assign such a number applies in the country of tax residence of the entity, details of the person authorized to represent the entity.

2. Identification of the beneficial owner and taking reasonable steps to:
 - A. verifying his identity,
 - B. determining the structure of ownership and control - in the case of a client who is a legal person or an organizational unit without legal personality
 - C. assessing the business relationship and, where appropriate, obtaining information on its purpose and intended nature;

3. Ongoing monitoring of the User's economic relations, including:
 - A. analysis of transactions carried out as part of business relations in order to ensure that these transactions are consistent with the knowledge of the obligated institution about the User, the type and scope of the User's activity and consistent with the risk of money laundering and terrorist financing related to this User,
 - B. examination of the source of origin of property values at the User's disposal - in cases justified by circumstances,

- C. ensuring that the documents, data or information regarding business relations are kept up-to-date.
- 4. The Operator, applying financial security measures, is entitled to identify the person authorized to act on behalf of the client and verify their identity and authorization to act on behalf of the User.

CHAPTER XIV

*Acceptance of the Regulations***§1**

1. Acceptance of the Regulations by the User is tantamount to the User's submission of statements that
 - A. He had the opportunity to get acquainted with the content of the Regulations, including the Table of Fees and Commissions constituting its integral part, before accepting the Regulations and before concluding the Agreement, and that he had read the Regulations and accepts all its provisions, including the Table of Fees and Commissions constituting its integral part , and that he agrees to the resulting arrangements;
 - B. He voluntarily starts using the Website;
 - C. The information provided in the registration form and the data contained in the User Account while using the Website are true and lawful, in particular they do not infringe the rights of third parties;
 - D. He has read the detailed information regarding the processing of personal data, and the personal data required by the Operator in order to conclude the Agreement and provide services is provided voluntarily;
 - E. He undertakes to use the Website in accordance with its intended purpose and the Regulations.

§2

1. In addition, regardless of the acceptance of the Regulations, by registering an Account, the User may consent to receive commercial information by electronic means, also after termination of the Agreement, which consent may be withdrawn at any time. Consent is voluntary, and failure to do so does not result in any negative consequences for the User.
2. During registration, the User may also be asked to express other consents regarding the processing of his personal data. Their expression is completely voluntary, while the lack of their expression does not result in any negative consequences for the User. If any of these consents is given, the User has the right to withdraw it at any time.

CHAPTER XV

*Withdrawal from the contract***§1**

The user has the right to withdraw from the contract without giving a reason within 14 days from the date of its conclusion. In order to terminate the contract for the provision of electronic services, the termination of the contract should be sent in writing to the following address: Payholding International sp. z oo, sp. k., Łaciarska 4b, 50-104 Wrocław or by e-mail to info@xkantor.com z e - e-mail, which is a login to the Website.

CHAPTER XVI

*Changes to the regulations, termination of the contract, expiration of the contract***§1**

1. At any time, the User may resign from the services provided on the basis of the Regulations without incurring any additional costs, with the exception of any bank fees for return transfers. In order to terminate the contract for the provision of electronic services, the termination of the contract should be sent in writing to the following address: *Payholding International sp. z oo, sp. k., Łaciarska 4b, 50-104 Wrocław* or by e-mail to info@xkantor.com e- e-mail, which is a login to the Website. The contract will be terminated within 3 business days from the date of receipt of the notice of termination.
2. If you click Block account, the only cost that may occur is the cost of the transfer related to making the withdrawal of funds to the account of another bank in accordance with the User's written instruction.
3. The Operator reserves the right to make changes to the Regulations.
4. Any changes to the Regulations come into force within 7 days from the date of their publication on the website www.Xkantor.com. Information about changes to the Regulations may also be sent to Users by e-mail to the e-mail address provided during Registration.
5. Lack of acceptance of changes by the User in the Regulations is tantamount to termination of the contract with the Operator.
6. If the Operator finds that the User undertakes actions that are unlawful, against the goals and interests of the www.Xkantor.com Website or Users, and decency, in particular consisting in extorting information from other Users, providing false personal data, persistent failure to settle obligations arising from the concluded agreements, actions violating the personal rights of other Users and other actions that may cause damage to other Users or the Operator, the Operator is entitled to block access to the User's account and return to the Account the previously paid funds deducted by the costs of making a return transfer.

7. The agreement concluded between the User and the Operator expires in the following cases:
 - A. The Operator determines that the User has not logged in to the Website for at least 2 years and has not carried out any Transactions that does require logging in during this period,
 - B. II. when, after sending to the User's Email Address any message provided for in these Regulations, the Operator receives a return message indicating that this email address is inactive or no longer exists, and 12 days have passed since the User's last login to the Website or from the last Transaction carried out by him without logging in months.
8. Data of Users for whom the contract concluded between the User and the Operator has expired or has been terminated at the User's request will be stored in accordance with the GDPR (Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the free movement of such data and repeal of Directive 95/46/EC (General Data Protection Regulation) for a period of 5 years, counted from the beginning of the next calendar year from the date of termination of the relationship.
9. In the event of expiry of the agreement, within 7 days from the expiry of the agreement, the operator will call the counterparty to dispose of the funds on the account - if any, and to pay the funds within 21 days from the date of sending the request to dispose of the funds.