

# **THE REGULATION ON PROVIDING THE SERVICES ONTO THE TREJDOO PLATFORM THROUGH IGORIA TRADE S.A.**

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## Chapter 1. General Provisions

### § 1

This Regulation defines the principles of the provision of services by the Service Provider, including, in particular, performing activities that rely upon:

1. Execution a Client's orders within the scope of buying and selling foreign currencies as well as within the mediation of those.
2. Service for settlements of domestic and foreign transactions through the Escrow Custodian Account.
3. Performance of any other services being offered by the Service Provider.

### § 2

1. In accordance with the requirements of the Act on Providing the Electronic Services of 18 July 2002 (a homogenous text – Journal of Laws of 2017 item 1219 with later amendments), Igoria Trade S.A. establishes this regulation for providing the services through electronic means (hereinafter called the "**Regulation**").
2. This Regulation defines the principles and technical terms of providing the services electronically by Igoria Trade S.A. through the Trejdoo Transaction Platform available on the Internet at [www.trejdoo.com](http://www.trejdoo.com) as well as common provisions to all types of Services offered by the Service Provider regarding the procedure for complaint proceedings, terms of concluding and terminating the contract, rights and obligations of Clients.

### § 3

The terms and phrases used in this Regulation as indicated below are meant as follows:

**Agent** – an entity with which the Service Provider has the appropriate agreement on cooperation in the area of the offered services.

**Agreement** – an agreement concluded in an electronic form between the Service Provider and the Client through the correct registration process made onto Trejdoo Transaction Platform.

**Authorization** – the process of checking whether a Cardholder's account has enough money to carry out a Transaction.

**Authorized Entity** – an entity other than a Service Provider with whom the Service Provider IT Systems collaborate to provide the Service.

**Beneficial owner** – any natural person(s) who ultimately owns or controls the customer and/or the natural person(s) on whose behalf a transaction or activity is being influenced or conducted, or any natural person(s) on whose behalf business relationships are established or an occasional transaction is conducted and includes:

- (a) in the case of the customer being a corporate entity other than a company of which stocks are allowed to be exchanged on a regulated market that is subject to disclosure requirements consistent with Union law or subject to equivalent any third party requirements which ensure adequate transparency of ownership information:
  - a natural person that is a shareholder or a stockholder of the customer and that is shareholding more than 25% of all shares or stocks in that legal entity;
  - a natural person that is shareholding more than 25% of an ownership held in the customer's assembly, as well that is a pledgee or user, or acts under arrangements made with other entitled ones to an ownership held;
  - a natural person that controls a legal entity or legal entities which altogether are entitled to more than 25% of the customer's all shares or stocks, or altogether they are shareholding more than 25% of an ownership held in the customer's assembly, as well they are a pledgee or user, or they act under arrangements made with other entitled ones to an ownership held;

- a natural person that controls the customer through entitlements towards that legal entity as mentioned in art. 3 par. 1 p. 37 of the Accountancy Act of 29.09.1994 (Journal of Laws of 2018 item 395, 398 and 650), or
- a natural person that takes a senior managing official position in the case of a documented lack of possibility to establish or any doubts how to identify natural persons as stipulated in the first, second, third and fourth tiret and in the case of no suspicions of money laundering or terrorist financing;

(b) in the case of the customer being the trust:

- (i) the settlor;
- (ii) the trustee;
- (iii) the protector, if any;
- (iv) the beneficiary;
- (v) any other natural person exercising ultimate control over the trust;

(c) in the case of the customer being a natural person that conducts his own business activity, against whom there have been no reasons or circumstances appointed him to be controlled by any other natural person or natural persons, it is deemed to be that such the customer is the beneficial owner at the same time.

**Client** – an entity (a natural person, legal person, an organizational entity without any legal personality), which through registration and the full activation of the User Account intends to use the services offered by Trejdoo Transaction Platform.

**Client's Instruction** – an instruction submitted by the Client to the Service Provider to make certain activities connected with the provision of the Services for the Client that is covered by the Agreement and this Regulation, containing instructions in its content, transmitted electronically through using Trejdoo Transaction Platform.

**Client's Wallet Number** – a unique 8-digit number of the Client's account on Trejdoo Transaction Platform given by the Service Provider, used with prefix and postfix "xx", for example: xx11223344xx, as a Client's additional payment identifier.

**Client's Wallet** – Client's financial accounts held in currencies available on Trejdoo Transaction Platform. Loading a Client's Wallet is done by a bank transfer in a specific currency to the bank account of the Service Provider in the same currency with the indication of a unique Client Number in the description of the transfer in order to identify the Client.

**Contract** – an agreement concluded by the Parties to the Contract, the conclusion of the process, consisting of an invitation to Negotiations, Negotiations themselves, approval of the Contract and/or any Renegotiation that you can perform with the appropriate features available on Trejdoo Transaction Platform, whose subject matter is to settle transactions through using Escrow Services.

**Counterparty** – an entity to which the initiator sent an invitation for negotiation in order to join the Contract and use Escrow services.

**Currency Exchange Service** – transaction, where subject is to exchange a specified amount of one currency to another currency, at the exchange rate and terms of trade defined in the Customer Instruction on its submission on Trejdoo Transaction Platform.

**Currency Pairs** – currency pairs within which the Service Provider offers direct foreign exchange on Trejdoo Transaction Platform.

**Default Payouts Account** – Recipients bank account number, properly registered by the Client in the User's Panel, having a unique description of the currency code and the order number.

**E-mail Address** – an electronic mail address indicated during the Client's registration process. It is simultaneously the Client's Login.

**Escrow Service** – a service of trustees concerning the possibility of settlement of transactions with payment protection based on an earlier freezing of funds of the Buyer or the Lessor to the

indicated Contract. The financial settlement takes place in accordance with the Terms of the settlement agreed between the parties to the Contract.

**Fraud** – colloquially called deception, is the offense specified in art. 286 of the Polish Penal Code, consisting in bringing another person to an unfavorable from his/her point of view regulation own or someone else's property by introducing such a person to mislead or exploiting his/her error or inability to properly understand the action taken, in order to achieve financial gain for himself or herself and/or for any third party.

**Initiator** – a user who intends to use Escrow service and invites the other party to the negotiations for the conclusion of the Contract.

**Instruction** – an instruction to use the current version of Trejdoo Transaction Platform, available on the Website.

**Issuer Bank** – the bank that issued the card Cardholder.

**IT System** – a set of cooperating appliances and software that provides processing and storage, as well as sending and receiving data via telecommunications networks by using appropriate for the type of network terminal equipment.

**Login** – determined by the Client's individual e-mail address used for communication between the Trejdoo Platform and the Client and required together with the password to make the Registration and use of the Account and User Control Panel.

**Negotiations** – actions taken by the Parties to the Contract designed to lead to its conclusion and thus the use of Escrow services.

**Order** – the instruction submitted by the Client for the purpose of foreign exchange by the Service Provider by specifying all required parameters, transmitted electronically using Trejdoo Transaction Platform.

**Parties to Contract** – Contract parties wishing to use escrow services, i.e. the Buyer and the Seller or the Lessee and Lessor.

**Partner** – an entity with which the Service Provider has the right agreement on cooperation in the area of the offered services.

**Password** – set by the Client, a unique string of letters, digits or other enabling him access to his accounts, which should be kept confidential and not be made available to third parties without authorization.

**Payment Card Authentication** – transaction checking which aims to confirm that the user is authorized Payment Card Holder.

**Payment Card** – a payment card issued under the Visa International or MasterCard, allowed by the regulations of these systems to the Transaction without the physical presence of the Client.

**Payment Card Transaction** – a payment of funds from the Payment Card Account Holder on recipients or to the Customer Portfolio in the amount specified by the Holder after positive Authorization not exceeding transaction limits.

**Politically Exposed Person (PEP)** – a natural person who is or who has been entrusted with prominent public functions and includes the following:

- (a) heads of State, heads of government, ministers and deputy or assistant ministers, including President of the Republic of Poland, Prime Minister and Vice-Prime Minister;
- (b) members of parliament or of similar legislative bodies, including representatives and senators;
- (c) members of the governing bodies of political parties;
- (d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except extraordinary procedures, including judges of the Supreme Court, the Constitutional Tribunal, the Supreme Administrative Court, regional administrative courts and appeal courts;
- (e) members of courts of auditors or of the boards of central banks, including the President and members of the Management Board of National Central Bank;

- (f) ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- (g) members of the administrative, management or supervisory bodies of State-owned enterprises, including State-owned enterprises' directors and members of the management and supervisory boards of companies with a participation of State Treasury where more than a half of stocks or shares belongs to State Treasury or any other State-owned legal entity;
- (h) directors, deputy directors and members of the board or equivalent function of an international organization;
- (i) general directors of chief and central public organs, general directors of regional offices and managers of local offices within governmental specific administration organs.

**Persons known to be close associates to a Politically Exposed Person (PEP) –**

- (a) natural persons who are known to have joint beneficial ownership of legal entities, entities being not legal entities or trusts or legal arrangements, or any other close business relations, with a politically exposed person;
- (b) natural persons who have sole beneficial ownership of a legal entity, entity not being a legal entity or trust or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

**Family members of a Politically Exposed Person (PEP) –**

- (a) the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;
- (b) the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
- (c) parents of a politically exposed person.

**Recipient's bank** – the bank where the Recipient has an account.

**Recipient** – an individual or company that owns the Account in any bank.

**Recipients Account** – a bank account maintained by the Bank of the recipient.

**Registration** – a set of activities that make up the process of setting User Account, consisting of properly completing the electronic form available on Trejdoo Transaction Platform. In particular, this process will involve the entering of individual Login, as an e-mail, passwords and mobile phone number, pass of appropriate personal data and the process of verification of these data by the Service Provider. Proper carry out of these activities will be completed activating User Account, allows the customer to use your User Control Panel and Services offered by the Service Provider.

**Regulation (EU) 2016/679** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119/1 of 04.05.2016).

**Renegotiation** – actions taken by the Parties to the Contract that are to lead to the settlement of the Contract in case of circumstances having a direct or indirect impact on the correct running of the Contract by physical delivery of goods or services between the Parties.

**Security** – partial amount pledged as security for settlement of foreign exchange transactions with a future date, blocked in a separate Customer account by the Service Provider.

**Service Provider** – Igoria Trade SA with its registered office in Warsaw at 111A/109 Puławska Street, 02-707 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the Court Register, under KRS number 0000385303, NIP 525-250-76-81, REGON 142942858, providing payment services as a payment institution license on the part of the resulting number IP19/2013 issued by the Polish Financial Supervision Commission and operating within the meaning of the Act on Payment Services.

**Services** – Services provided in the electronic way, available on Trejdoo Transaction Platform, provided by the Service Provider, Partners or Agents.



**Table** – Table of fees and commissions of Service Provider.

**Terms of Settlement** – the conditions of the Escrow Contract settlement defined and accepted by the parties while carrying out contract negotiations, including:

- a. "After the approval of the Buyer" - the buyer is obliged to verify the goods or services supplied and immediately unblock funds through the settlement of the Contract or object by notifying requests for renegotiation of the Contract,
- b. "For the date" - when carrying out Contract, Negotiation Parties shall lay down and accept a specific date and time of settlement of the Contract,
- c. "Immediate settlement" - Contract settlement occurs automatically at the time of acceptance by both Parties.

**The Act on Anti-Money Laundering and Terrorist Financing** – the Act of 1 March 2018 on Anti-Money Laundering and Terrorist Financing (Journal of Laws of 2018 item 723).

**The Act on Foreign Currency Law** – the Act of 27 July 2002 on Foreign Currency Law (a homogenous text – Journal of Laws of 2016 item 679 with later amendments).

**The Act on Payment Services** – the Act of 19 August 2011 on Payment Services (a homogenous text – Journal of Laws of 2017 item 2003 with later amendments).

**The Act on Providing the Electronic Services** – the Act of 18 July 2002 on Providing the Electronic Services (a homogenous text – Journal of Laws of 2017 item 1219 with later amendments).

**The Act on Personal Data Protection** – the Act of 10 May 2018 on Personal Data Protection (Journal of Laws of 2018 item 1000).

**Transaction Limits** – daily and monthly restrictions of transaction made from the Card or User Account.

**Trejdoo Transaction Platform** – an on-line platform available at the Internet address [www.trejdoo.com](http://www.trejdoo.com) and related domain names identified by other countries, led by the Service Provider, enabling use of the Services.

**User** – an entity (an individual, legal person or entity without legal personality), which meets the requirements of the Regulation, made a full registration on Trejdoo Transaction Platform, with the result that it was created for User Account and gained access to the services provided by the Service Provider for Trejdoo Transaction Platform.

**User Account** – Part of Trejdoo Platform available for the user after logging in by using the Password and Login, which is a resource of user data and information about its activities on Trejdoo Platform. Functions available on the User Account enable him to use the Services available on Trejdoo Platform offered by the Service Provider.

**User Panel** – part of Trejdoo Transaction Platform that enables use of the Services available on Trejdoo Transaction Platform and User Account management.

**Website** – publicly accessible websites with addresses [www.igoriatrade.com](http://www.igoriatrade.com) and / or [www.trejdoo.com](http://www.trejdoo.com), which in particular includes descriptions of products and services along with the current contents of the Table and the Regulation.

## § 4

1. Service Provider provides services under the Regulation and the Agreement concluded in an electronic form with the Client.
2. The commencement of the provision of Services by the Service Provider is to conclude Agreement by the Client by registration onto Trejdoo Transaction Platform.

## Chapter 2. The Procedures and Terms of the Agreement Conclusion

## § 5

1. Conclusion of an agreement for the provision of services between the Service Provider and the Client takes place through registration on Trejdoo Transaction Platform and acceptance of this Regulation.
2. Registration process begins with establishing unique Login and Password the Client and mobile phone number and e-mail verification, this results User Account creation.
3. Within the process of Registration the Client is obliged to fill in the electronic form by providing the data consistent with the current state of all personal data designated as mandatory.
4. Data provided by the Client are verified during the registration process, particularly Login as an e-mail and mobile phone number.
5. Verification of the Login consists in sending an e-mail from Trejdoo Transaction Platform with an activation link to the Website, which must be inserted into a web browser in order to correctly activate the user account.
6. Client's mobile phone number verification consists in sending from Trejdoo Transaction Platform unique SMS activation code which, for successful activation of the User Account must be entered in a specific form during registration.
7. In registration process Client also indicates information - whether it is real beneficiary and politically exposed person in accordance with the requirements of the Act on counteracting money laundering and financing of terrorism.
8. In the case of registration of foreign entities, the Client is obliged to provide foreign entity identification numbers applicable in a particular country.
9. The Service Provider has the right to request from the Client additional information and documents, on the basis of which verifies the customer data entered during registration, in particular the information required under the Act on counteracting money laundering and financing of terrorism.
10. Any changes to data entered in the registration process shall be notified by the Client immediately to the Service Provider by updating the data using the available functions on the Account User.
11. The Service Provider shall not be liable for damages resulting from the failure by the Customer obligation referred to in point 5 and 6.
12. Before the conclusion of the Agreement, the Client has the opportunity to become familiar with the contents hereof made available on the Website.
13. The Client is responsible for the safety and proper use of Password that should be kept in confidentiality. In the event of circumstance pointing to a suspicion that the Password is held by unauthorized persons the Client is obliged to immediately notify of this fact the Service Provider.
14. The customer bears the responsibility associated as releasing (also due to a lack of proper security) Password to unauthorized persons.
15. Conclusion of the Agreement completes the process of registration, after which the customer receives an e-mail that his User Account on Trejdoo Transaction Platform has been created and activated.

### **Chapter 3. Types and Scope of Services/ The Terms and Conditions of Providing the Services**

#### **§ 6**

1. The Service Provider provides services in accordance with the Agreement, the Regulation and applicable laws and regulations through Trejdoo Transaction Platform.
2. The Client has access to services through Trejdoo Transaction Platform after correct registration and activation of the User Account.

3. The Service Provider, following the steps as stipulated in point 1, is committed to the execution of due diligence.
4. The Service Provider has the right to refuse to perform the operations as stipulated in point 1, if there is a reasonable suspicion of incompliance with the law.
5. The Service Provider may suspend the provision of Services for the period of suspension of access to the Service Provider's IT System or other authorized entity to which the Service Provider directly cooperates with to provide the Service. Information about suspension of providing the Services and the planned date of renewal shall be indicated on the Service Provider Website.
6. The Service Provider shall not be responsible for incorrect or erroneous Client's Instructions, unless the Service Provider's responsibility in this respect results from the binding applicable legal norms.
7. The Service Provider reserves the right to reject the Customer Instruction if it does not comply with the Regulation as well as the right not to cancel or modify the Client's Instruction if its execution is impossible due to circumstances for which the Service Provider is not liable on the basis of the binding applicable legal norms.
8. The Service Provider shall not be responsible for the consequences of the transfer and implementation of different Instruction of Client by the spouses or their representatives, co-owners or authorized persons.
9. In case of different dispositions of Client done by the spouses or their representatives, co-owners or persons authorized, which exclude its implementation, the Service Provider will perform different dispositions of the Client in accordance with the order of their submission to Trejdoo Transaction Platform and range that allows of their execution.
10. Customer may use the services provided by the Service Provider specified in the Regulation, in the chosen range.
11. The main channel of information distribution between the Service Provider and the Client when providing the Services, is an e-mail and SMS channel. In situations requiring telephone contact, the Client has the ability to contact the Service Provider using the hotline that is available during business hours and the number is published on the Website.
12. The service is provided for of individuals and institutions is carried out electronically.
13. The service is provided 7 days a week, 24 hours a day, except a temporary restriction or suspension of access to services associated with the technical service of Trejdoo Transaction Platform or IT systems of banks. Information on temporarily reduce or suspend the provision of Services is published in advance on the Website of the Service Provider.
14. The minimum value of the transaction, disposition or payment shall not be less than 5 PLN or the equivalent in another currency converted at the average exchange rate of the NBP.
15. In case of any notifications, including notifications from the Service Provider about Fraud, the Client/User is obliged to use specific information channels through which he/she makes all notifications and statements to the Service Provider
16. Information channels as mentioned in point 15 as above are as follows:
  - a) e-mail: [compliance@igoriatrade.com](mailto:compliance@igoriatrade.com);
  - b) Trejdoo Transaction Platform: [www.trejdoo.com](http://www.trejdoo.com); [pomoc@trejdoo.com](mailto:pomoc@trejdoo.com); <https://www.trejdoo.com/opinia>
  - c) A notification form is available on the Website: [www.trejdoo.com](http://www.trejdoo.com); <https://www.trejdoo.com/opinia>
  - d) Phone line +48 22 101 58 80 every day 24 hours per days and 7 days per week.
17. A person to contact for a Client/User where you can make notifications about Frauds: Andrzej Zieliński – Compliance Officer [andrzej.zielinski@igoriatrade.com](mailto:andrzej.zielinski@igoriatrade.com).



1. The Service Provider has the right to refuse to register the User Account, delete the User Account, and to refuse transaction execution by a registered User for any reason.
2. The Service Provider is entitled at any time to request from the User officially certified copies of identity document, other documents equivalent or company registration data. Until delivery by the User requesting copies of documents, the Service Provider has the right to suspend the implementation of the disposition with no obligation to pay any associated costs.
3. If the User not provide the copies of documents indicated by the Service Provider, he has the right to cancel all dispositions placed by the User with no obligation to pay any associated costs.

#### **Chapter 4. The Procedure and Terms for Submitting the Orders to Exchange**

##### **§ 8**

1. The Service Provider carries out exchange orders in accordance with the dispositions received from the Client, which has been transmitted through Trejdoo Transaction Platform.
2. The Client transmits the order exchange and dispositions to implement by correctly filling in forms and use the tool for this purpose on Trejdoo Transaction Platform.
3. Orders exchange execution occurs at the time that opposed orders with the same exchange rate appears in order book. The settlement of exchange transactions is done automatically after the execution of orders or parts thereof.

##### **§ 9**

1. The Service Provider shall not be liable for failure to implement the Client's Orders, if it is caused by the rejection of the Order by IT System, unless norms of the law are used.

#### **Chapter 5. The Procedure and Terms for Conclusion of Escrow Contracts**

##### **§ 10**

1. Definition of the Contract consists of correct completion of forms using functions for this purpose, and sent invitations to the other Party of Contract. The whole process is carried out on Trejdoo Platform.
2. During the negotiations each party has the right to submit proposals for the conditions of the Contract any number of times or Cancel the contract without financial consequences.
3. The Escrow Contract is concluded by the Parties at the moment of acceptance by both Parties all its terms and blocking by the Buyer or Lessee an amount equal to the total contract value and the fees specified in the Table.
4. Conditions of Contract settlement are established and accepted only between the Parties. The Service Provider is not liable for the contents of the Contract and terms of settlement accepted by the Parties and physical verification of delivery of the goods or services covered by the Contract, unless arrangements between the Parties and the Service Provider have been concluded on the basis of separate provisions.
5. After the Contract acceptance, each Party have the right to propose to the other Party a request for renegotiations or cancel the Contract giving the reason. The other Party have the right to accept or reject this request.

6. According to the specified Terms of the settlement, the responsibility for the physical verification of the proper delivery of goods or services is on the side of the Buyer.
7. In the case of non-compliance or predict non-compliance the delivery of goods or services from approved Conditions of Contract, the Parties have the right to renegotiate or cancel the Contract. If this form is not sufficient to agree new terms and conditions and lead to the execution of the Contract, the Service Provider guarantees the storage of all information about the Contract for the purposes of resolving disputes between the parties to the Contract by way of binding applicable norms of the law.

#### **§ 11**

1. The Service Provider is not liable for non-performance of a given action on the Contract, if it is caused by the rejection of the Client instruction by IT system, unless they are used universally applicable norms of the law.
2. The Service Provider reserves the right to suspend, cancel or suspend the execution of contracts for the selected customer or group of customers, where contracts are contrary to the provisions of the Regulation or applicable laws.
3. The Service Provider is not liable for the consequences of the implementation of the Contracts based on different activities carried out by spouses, co-owners or their representatives.

### **Chapter 6. The Procedure and Terms for Bank Transfers**

#### **§ 12**

1. Payments into Client's wallet are accepted on the basis of bank transfers carried out according to instructions available on the User Account onto the Trejdoo Platform.
2. Payment should be sent from the owner's User's Account bank account with Customer ID in a transfer title for easy identification of the owner of the account and money.
3. In the case of mistaken identity of the account holder or customer ID in the title transfer, the Service Provider undertakes due diligence to exercise in order to identify the customer and the owner of the cash in accordance with applicable law.
4. If it is impossible to identify the owner of the account and money, the Service Provider shall return the funds received in accordance with applicable law.
5. A payment to the Client's wallet is booked immediately after receipt of the funds in a chosen currency to the selected bank account of the Service Provider, carried in the banks specified in the payments manual on the User Account.
6. Payments are carried out only as a cashless through bank transfers.

#### **§ 13**

1. The Service Provider shall make payments of Clients in accordance with the Client's dispositions to the bank accounts properly identified and authenticated SMS code.
2. Payments instructions can be made only through Trejdoo Platform.
3. The Service Provider undertakes to implement the Instruction payment immediately upon receipt.
4. Payout execution time depends on the time of money transfers of individual banks, particularly the working hours of banking systems.

5. The Service Provider undertakes to exercise due diligence to payouts made on the clients bank accounts in banks where the Service Provider maintains accounts were executed in the shortest time possible.
6. Payouts to Clients bank accounts in banks, in which the Service Provider does not have accounts will be implemented immediately after receiving of the Clients Instruction. Execution time depends on the time of interbank transfers in a particular currency.
7. If it is necessary transfer funds in a given currency between banks in which the Service Provider has bank accounts in order to implement the payout, execution time may be extended, but not longer than the execution time of the interbank transfer.
8. Payouts are carried out cashless through bank transfers only.
9. The Service Provider having regard to the safety of the Client has the right to refuse or suspend execution of the payment, if there is reasonable suspicion of non-compliance with the law or circumstance pointing to a suspicion that an unauthorized person has gained access to the User Account, the Client will be informed immediately.

## **Chapter 7. Fees and Charges**

### **§ 14**

1. For the provision of services the Client shall bear the fees and charges set out in the table, unless in the Customer Agreement, fees and commissions are specified individually.
2. The Service Provider does not charge fees and charges other than those mentioned in point 1, unless the fees and charges are specified individually.
3. Fees and charges are charged directly from the Client's Wallet immediately after following the steps, or carrying out operations, which requires a fee or charge without having to obtain approval of the Client each time.
4. The Service Provider reserves the right to make changes to the Table through the appropriate amendments to the Regulation. Changing the Table shall enter into force on the date specified therein, but not earlier than 14 days from the date of notification of these changes to the Client.
5. Unless the Table indicates otherwise, the charge is calculated as a percentage of the value of executed orders or Contracts. If the Client order has been executed through a few transactions, the charge is calculated from the value of each transaction executed while maintaining the principles set out above.
6. In specific cases the Service Provider may waive collection of particular fees and charges specified in the Table.
7. To secure claims concerning the payment of fees and charges arising from the provision of services, the Service Provider has the right to refuse to execute the Client's Instructions regarding the payoff of the Client's funds, including blocking, in force until the fulfillment of these claims to the Service Provider in the amount the Client's liabilities to the Service Provider.

## **Chapter 8. Technical Requirements**

### **§ 15**

The technical requirements necessary to cooperate with Trejdoo Transaction Platform are as follows:

- a. the connection to the Internet,
- b. a web browser that supports SSL encrypted connections, Java Script and CSS 3.0 standards most,
- c. an active e-mail account,

- d. a mobile phone.

## **Chapter 9. Security**

### **§ 16**

1. The Service ensures the safety of the system and take measures to improve the security of communication with Transaction Platform, in particular:
  - a. uses software that enables control of the information flow between the Service Provider IT System and the public network,
  - b. provides using Trejdoo Platform in a way that prevents unauthorized access to the services content, using, among others, cryptographic protection measures via an encrypted connection,
  - c. provides user authentication obligation by giving Password and Login.
2. Using of the Services is carried out in a way that prevents unauthorized access to the content of transfer constituting the services, in particular through an encrypted SSL connection.

## **Chapter 10. System Supervision / Responsibility**

### **§ 17**

1. The Service reserves the right to with technical or legal reasons, in particular due to the requirements of the procedures under the Act on counteracting money laundering and financing of terrorism:
  - a. canceling all or selected transactions, Orders, Instructions and / or Contracts undertaken by the Customer under the use of the Service, the Client will be notified by e-mail.
  - b. temporarily blocking of Orders placed, Instructions and / or Contracts undertaken by the Customer under the use of the Service. The Client will be notified by e-mail,
  - c. exchange services in the selected currency pair and or Escrow services suspension with or without notice to the Client,
  - d. refuse to enter or termination of the contract with the Client,
  - e. notification to the General Inspector of Financial Information about the personal information of User, together with available information regarding the planned or executed transaction.
2. The Service Provider is not liable for failure to services for the suspension of transactions, account blocking or freezing of property values if the performance of these activities has been done in order to implement of the Act on counteracting money laundering and terrorist financing or execution of the decision of the General Inspector of Financial Information.

## **Chapter 11. Evidence and Transaction Confirmation**

### **§ 18**

1. The Service Provider must provide the Client with confirmation of purchase / sale of foreign currencies for each transaction made by the Client.
2. The Service Provider is obliged to provide the Client confirmation of settlement of any Contract or service.
3. The confirmations of purchase/sales are generated and sent to the Client automatically after the order execution.
4. Confirmations of the Contract settlement or services are generated and sent automatically to either Party after settlement of the Contract.

5. Confirmations of purchase/sales are generated in the case of complete or partial order execution after its completion.
6. Confirmations of purchase/sales and confirmation of settlement of the Contract referred to in point. 1 and 2 are issued and delivered to the Client in electronic form on the e-mail address entered during the registration.
7. In the case of legal persons, who have more than one User, confirmations of purchase / sales and confirmations of settlement of the Contract are provided in electronic form on the e-mail addresses entered during registration to all eligible users.
8. There is a possibility of the request to provide evidence and confirmations in the paper version to the address provided during registration. The costs of delivery are incurred by the Customer and are specified in the Table.

## **Chapter 12. The Procedure and Terms of Service Resignation**

### **§ 19**

1. The user may at any time without giving any reason resign from services provided by the Service Provider, under a relevant notification submitted at the Service Provider, maintaining a 30-day period of notice.
2. The Service Provider may terminate the whole contract concluded for an indefinite period upon 60 days-notice of termination. The period of notice begins on the date of delivery of the notice of termination to the other side.
3. In case of receiving by the Service Provider message about the use by the Client of the Services in breach of the Regulation or other applicable laws, the Service Provider shall have the right to immediately terminate provision of the Services to this Client.
4. The customer may at any time terminate the Agreement maintaining the period of notice as mentioned in §19 point 1 above, it remains obliged to pay all fees and commissions for services previously provided by the Service Provider. Unmatured commissions and fees become due and payable on the date of termination.
5. The condition of the resignation of the Services by the Client is to do the following steps:
  - a. the cancellation or execution of all active exchange orders,
  - b. the completion of all active Contract or the Services,
  - c. The transfer of available funds held in any currency to the defined client's bank accounts,
  - d. Submit the request for resignation of the Services by using the available functions in the User Control Panel.
6. After the termination of this Agreement, access to the User Account is blocked by the Service Provider, subject to §20 point 7.

## **Chapter 13. Personal Data Protection**

### **§ 20**

1. The Service Provider is the data administrator as meant in Regulation (EU) 2016/679 and the Act on Personal Data Protection.
2. The Service Provider shall protect data against access by unauthorized persons, implement and pursue a policy of security of personal data as well as commit to process and use of personal data at risk in accordance with the requirements of Regulation (EU) 2016/679 and the Act on Personal Data Protection.
3. The User agrees to processing of personal data by acceptance of the Regulation carried out in the process of registration, in accordance with the terms of this Regulation as well as Regulation (EU) 2016/679 and the Act on Personal Data Protection.



4. Data such as: number of identity card/passport/driving license, PESEL, citizenship, the Service Provider is processing only in order to implement the Services and the Act on Anti-Money Laundering and Terrorist Financing.
5. Data such as: name, address, mobile phone number, e-mail is processed in order to carry out the Services, issue and provide confirmation of purchase and sale of currencies, correspondence with clients to perform the duties arising from the Act on Anti-Money Laundering and Terrorist Financing.
6. A Client who shared their personal details have the right to access to them, the opportunity to correct them, and also to demand their removal, subject to point 7.
7. After resigning of the Services by the Client, the Service Provider will not process personal data, except those that are necessary to settle the Services and investigation of claims for payment for use of the Services, as well as necessary for the purposes of advertising, market research, and behavior and preference study to improve the quality of services provided by the Service Provider.
8. Information about the personal data, after the resignation of the Services are kept by the Service Provider in accordance with applicable laws, in particular:
  - a. Regulation (EU) 2016/679,
  - b. The Act on Providing the Electronic Services,
  - c. The Act on Personal Data Protection,
  - d. The Act on Foreign Currency Law,
  - e. The Act on Anti-Money Laundering and Terrorist Financing,
  - f. The Act on Payment Services.
9. In case of receiving by the Service Provider message about the use by the Client of the Services in breach of this Regulation or other applicable laws and regulations, the Service Provider may process the Client's personal data to establish his/her liability if it records the fact of receiving such a message.
10. The Client cannot use the Services anonymously because of the existing laws and regulations, in particular, the Act on Anti-Money Laundering and Terrorist Financing.

#### **Section 14. The methods and terms of complaint handling policy**

##### **§ 21**

1. Client has the right to submit a complaint to the provision of services by the Service Provider in case breach of the Regulation and binding applicable law laws and regulations.
2. The Client may submit a complaint at the Polish Financial Supervision Authority against the Service Provider if in the Client's opinion the Service Provider's actions breach or may breach the binding laws and regulations
3. Complaints regarding the provision of services by the Service Provider, including activities described in this Regulation, the Client shall submit in writing – in person in the legal seat of the Service Provider or through sending by a traditional mail to the address of the legal seat of the Service Provider, in an electronic manner – to the following e-mail address: [reklamacje@trejdoo.com](mailto:reklamacje@trejdoo.com) or in oral – in person to the protocol in the legal seat of the Service Provider or by phone to the phone line 22 101 58 80 through contacting the Service Center employee.
4. The complaint should contain in particular the Client's identification data, the date of the occurrence of the event, description of the complaints being the basis for lodging the complaint, Transaction IDs, information about the Client's Orders, the Client's e-mail

address being the Login and the Client's expectations regarding the complaint handling method.

5. In order to enable a fair consideration of the complaint by the Service Provider, it should be made by the Client within 30 days from the date on which the Client was informed of the occurrence of circumstances objectionable.
6. Complaints referred in point 1 are considered without any unreasonable delay within the term that may not exceed:
  - a. 15 business days from the date of the receipt at the Service Provider, if a given complaint applies to a payment service, accordingly to the definition that is included in the Payment Services Act,
  - b. 30 calendar days from the date of the receipt at the Service Provider, if a given complaint does not apply to a payment service, accordingly to the definition that is included in the Payment Services Act.
7. The Service Provider provides information about the result of the complaint procedure to the Client in an electronic form to the e-mail address of the Client being his Login onto the Trejdoo Platform or in writing to the correspondence address indicated while on-boarding or mentioned in the complaint submitted, accordingly with the choice of the respond method that has been made by the Client.
8. If the complaint may not be processed within the time limit as referred in point 6, the Service Provider will notify the Client of this fact in the manner specified in point 7, informing the Client, in particular, about:
  - a. the reasons of the delay,
  - b. the circumstances that need to be determined,
  - c. the expected date of consideration of the complaint and providing the response within the term that may not exceed:
    - i. 35 business days from the date of the receipt at the Service Provider, if a given complaint applies to a payment service, accordingly to the definition that is included in the Payment Services Act,
    - ii. 60 calendar days from the date of the receipt at the Issuer, if a given complaint does not apply to a payment service, accordingly to the definition that is included in the Payment Services Act.
9. If the Service Provider fails to meet the deadline set out in point 6, and in certain cases the date specified in point 8, the complaint is considered to be in alignment with the will of the Client.
10. In case of no taking into account by the Service Provider, the Client's claims referred to in the complaint, the Client is to be informed about it by the Service Provider.
11. If the claims arising from the complaint are not taken into account, the Client has the right to:
  - a. appeal the position of the Service Provider contained in the reply to the organs mentioned below in letters b)-f), as well obtaining from the Service Provider relevant pieces of information about the manner of the submission the appeal,
  - b. apply to a town consumer ombudsman or district consumer ombudsman under the principles set out in the Competition and Consumers Protection Act of 16 February 2007 – applicable when the Client has the status of a consumer,
  - c. use the institution of mediation or an arbitration court or other mechanism of amicable settlement of disputes, including in particular the Arbitration Court that

operates at the Polish Financial Supervision Authority under the principles set out in the Financial Market Supervision of 21 July 2006,

- d. submit a request for consideration of the matter to the Financial Ombudsman, under the principles set out in the Handling Complaints by Entities of the Financial Market and the Financial Ombudsman Act of 5 August 2015 – in the event the Client is a natural person, and the dispute falls under out-of-the-court resolving in the way of proceeding at the Financial Ombudsman,
  - e. bring an action to the common court against the Service Provider with an indication of the entity that should be sued and the court locally competent to hear the case, i.e. the District Court of Warsaw Mokotów in Warsaw,
  - f. submit a complaint to the supervision authority within the scope of the personal data protection, i.e. the President of the Personal Data Protection Office under the principles set out in the Personal Data Protection Act of 10 May 2018.
12. The Service Provider allows to amicably resolve the dispute.

## § 22

The Service Provider has the right to send a question to the Client, and the Client is obliged to provide the Service Provider the information necessary to explain the circumstances related to the violation of the Client's responsibilities and necessary to restore the state that could arise if the events do not occur, or necessary to repair the damage.

## § 23

In a situation where the content of the complaint raises doubts as to its subject matter, the Service Provider calls the Client to submit explanation or supplement, within the term of 14 days as from providing the question. A form of correspondence between the Service Provider and the Client is specified in § 21 point 2.

## Chapter 15. Final Provisions

## § 24

1. Information about the planned changes to the Regulation shall be provided to Clients at least 2 (two) months before their implementation in an electronic form to the e-mail address as well as by publishing the information on the Service Provider's Website.
2. The Client's no objection against the changes to be planned in the Regulation and/or Table equals the Client's approval for such changes.
3. If the Client does not make any objection against the changes to be planned in the Regulation and/or Table before the day they are to be in full force and effect, it may be deemed the Client has accepted all those changes.
4. Before the day the changes to be planned in the Regulation and/or Table are to be in full force and effect, the Client has a right to notice the Agreement without bearing any additional fees with the effect on the day the Client has been informed about the change of the Regulation and/or Table, but no later than as from the day all those changes could be applicable. In such case the provision of §19 point 1 of this Regulation applies accordingly.
5. If the Client makes his objection to the Service Provider against the changes in the Regulation and/or Table, but does not make any notice of the Agreement, the Agreement expires on the day preceding the day the proposed changed to be in full force and effect without bearing any additional fees.

6. In addition to basic changes in the Agreement and the Regulation, applicable to the Client, the Service Provider is entitled to unilaterally change the not individually negotiated provisions of the Agreement, the Regulation and the Table in the following cases:
  - a. the changes in legal regulations which will entail the need to adapt the Agreement, the Regulation or the Table to the requirements of the law, including the requirements under the legislation of the European Union, under the direct implementation into Polish law, the extent to which this Regulation will apply to the Agreements that have already been concluded,
  - b. issue of administrative acts of public regulatory authorities, in particular supervisory authorities over the activities of the Service Provider, to the extent that this Regulation will entail the need to adapt to them already concluded agreement, the Regulation or the Table,
  - c. The need to execution of the judgments of ordinary courts, Supreme Court, Constitutional Court, administrative courts and judicial bodies of the European Union,
  - d. The introduction of new services or extend the functionality of Trejdoo Transaction Platform or the introduction new technical measures for the provision of services stated in the Regulation,
  - e. The change in fees for using the services of banks with which the Service Provider has an agreement, and the services of these banks are directly related to the provision of services by the Service Provider.
7. The Service Provider applies in full the requirements and responsibilities under the Act on Anti-Money Laundering and Terrorist Financing, in particular, all those concerning the obligations relating to the registration of the transaction.
8. Placing illegal content on Trejdoo Platform by the Client is forbidden.
9. The Client using the Service is required to comply with the Regulation.

#### § 25

In matters not regulated in the Regulation shall apply binding laws and regulations, in particular: the Civil Code, the Act on Providing the Electronic Services, the Regulation (EU) 2016/679, the Act on Personal Data Protection, the Act on Anti-Money Laundering and Terrorist Financing, the Act on Foreign Currency Law and the Act on Payment Services.

#### § 26

The Regulation and the Table are made free of charge available to Clients via the Website in a form that allows them to be downloaded, displayed, recorded and printed.

#### § 27

The Regulation in this form is valid from 10th of May 2025.